

## The Solicitors' Journal.

LONDON, NOVEMBER 22, 1862.

**THE JOINT STOCK COMPANIES ACT, 1862,** deprives the Court of Bankruptcy of all original jurisdiction in the winding-up of companies. In future the Court of Chancery only can order a company to be wound up, but it may, if it think fit, direct all subsequent proceedings to be carried on in the Court of Bankruptcy having jurisdiction in the place where the registered office of the company is situate. Whatever other features the new Act may have this, at least, is an unquestionable improvement, and its first result is visible already in a new and complete set of General Orders for regulating the mode of procedure under the Act. They are to take effect and to come into operation on the 25th of the present month. Winding-up proceedings are to be initiated by a petition in Chancery, to be advertised seven clear days before the hearing, and verified by an affidavit sworn and filed within four days after the petition is presented. It is to be advertised seven clear days before the hearing, and the order for winding-up is also to be advertised within twelve days after the date. The solicitor of the Official Liquidator is to conduct all such proceedings as are ordinarily conducted by solicitors, and the fees and charges to which he is entitled are fixed in the schedule.

**AT THE NISI PRIUS Sittings** at Guildhall last week, in consequence of several applications having been made for making remanents of cases till the sittings after term, Mr. Justice Crompton stated that he considered these Guildhall sittings productive of more harm than good. Everyone was put to great inconvenience by them, and jurors were summoned and had to lose their time, and suitors, after their causes are entered, and they have been put to the expense of bringing their witnesses, have had to submit to the postponement of their cases, because it was inconvenient for counsel to attend, their attendance being required at the same time at Westminster. The consequence was, that they had to make application for the postponement of the cases they were engaged in. The jury also complained of the inconvenience they were put to in having to attend these sittings. Mr. Justice Crompton considered these sittings in Term extremely unsatisfactory and inconvenient, and observed that the cases tried at them were generally for very small matters.

**SIR GEORGE BOWYER'S** Bill for the better government of the Inns of Court, although unsuccessful in Parliament, has not we believe, been wholly without effect among the benchers of the four ancient and honourable Societies. It is rumoured that they are now engaged in considering a proposition which has been submitted to them for the establishment of a court of discipline composed of benchers of all the Inns. There is no doubt that this would be of itself a great improvement upon the present system, which causes a notable variety in the discipline of the four societies; and it is likely that the change will not be confined merely to the constitution of the council or court for the consideration and adjudication of charges of professional delinquencies, but that some well advised and systematic procedure to meet such objections as arose in Mr. Seymour's case will be adopted.

**MR. BARON WILDE** has been obliged for the present to retire from his judicial work on account of ill-health. We believe that he has obtained leave of absence for three months in the hope that he may be restored by change of scene, and the enjoyment of a real vacation. Both he and Mr. Justice Mellor suffered severely in health from the very protracted assizes at Liverpool last autumn. It is rumoured that when Manchester has a

court-house fit for assizes, York will be added to the Midland Circuit.

**AT THE PUBLIC EXAMINATION** of the students of the Inns of Court, held at Lincoln's-inn Hall, on the 30th and 31st of October, and the 1st of November, 1862, the Council of Legal Education awarded to Edward Gilbert Herbert, Esq., a studentship of fifty guineas per annum, to continue for a period of three years; and to John H. Gough, Esq., a certificate of honour of the first class; and to Mordaunt Pemberton, Esq., Alexander J. Robertson, Esq., George Miller, Esq., Robert French Sheriff, Esq., James Mew, Esq., Edmund Turner, Esq., James P. Wyatt, Esq., Robert William Cary Reeves, Esq., Robert Watson, Esq., and William Henry Alexander, Esq., certificates that they have satisfactorily passed a public examination.

**THE FOLLOWING GENTLEMEN** were called to the bar on the 17th inst.:-

**Inner Temple.**—David Knox Mair, Esq., M.A., Thomas James Richard Hilton, Esq., B.A., Alexander Oliver, Esq., B.A., Jean Pierre Georges Aubin, Esq., Robert Watson, Esq., Robert William Cary Reeves, Esq., LL.B., Philip Albert Myburgh, Esq., B.A., Hubert Seymour Leeson, Esq., the Hon. Edward Nugent Leeson, B.A., Henry Davidson, Esq., M.A., John Edward Meek, Esq., B.A., Charles Edward Fox, Esq., B.A., John Edward Barker, Esq., M.A., Alfred Jobling, Esq., Robert French Sheriff, Esq., Richard Lambert, Esq., Brian Wilkes Waud, Esq., B.A., and Florence Craufurd Grove, Esq.

**Middle Temple.**—Richard Tarrant Harrison, Esq., Charles Philip Cooper, Esq., Edmund Russell Roberts, B.A., Esq., Daniel Logan, Esq., and Charles Lightfoot, Esq.

**Lincoln's-inn.**—Edward Gilbert Herbert, Esq., LL.B., (holder of the studentship of Michaelmas Term, 1862); Thomas George Fardell, Esq., B.A., George Moody, Esq., M.A., John Ross Coulthart, Esq., John Booth, Esq., M.A., Edward Howorth Allen, Esq., B.A., John Knill Jope Hichens, Esq., M.A., Thomas Tindall Methold, Esq., B.A., Edward John Foster, Esq., B.A., Marshall Hall, Esq., Horace Waddington, Esq., M.A., George Isaac Foster Cooke, Esq., B.A., Clifford Evans Fowler Nash, Esq., B.A., Walter Morshead, Esq., B.C.L. and M.A., Kenyon Charles Shirecliffe Parker, Esq., Henry Burrell, Esq., B.A., Woodyer Merrieks Buckton, Esq., Lewis Pugh Evans, Esq., M.A., James Stirling, Esq., B.A., and Thomas Lloyd Murray Browne, Esq., B.A.

**Gray's-inn.**—Berkeley William King, Esq.

**PARLIAMENT WAS PROBOGUED** on the 13th instant until the 13th of January. The Legislature is not expected to assemble for the despatch of business before the first week in February.

**BABOO SUMBHOO NATH PUNDIT**, a lawyer of high reputation at the Calcutta Bar, has been appointed judge of the High Court of Calcutta. We believe that this is the first time a native lawyer has been appointed a judge. There is at present a Hindoo of high caste keeping his terms at Lincoln's-inn.

**THE JURIDICAL SOCIETY** will hold its next meeting on Monday, the 24th of November, at 8 o'clock, when the discussion of Mr. Westlake's Paper on "The proposed Alterations in the Law of Blockade," will be resumed by Mr. Collier, Q.C., M.P. The paper has been published by Ridgway, in the shape of a pamphlet, for the convenience of those who desire to take part in or be present at the adjourned discussion.

**MR. SOUTHGATE AND MR. HOBHOUSE**, two of the recently appointed Queen's Counsel, have, it is said, decided upon confining their practice to the Rolls, and we believe that Mr. Josiah W. Smith has joined the Inner Bar of the Vice-Chancellor Stuart's Court.

**IT IS STATED** that Mr. J. Carew, the Registrar of the Exeter District Bankruptcy Court, is about to retire

from his official duties. Mr. Carew has been registrar of the Court for twenty years.

A NEW GENERAL ORDER IN LUNACY has been published. It is intended to carry into effect the provisions of the Lunacy Regulation Act, 1862.

MR. WHATELEY, Q.C., of the Common Law Bar, died on the 15th instant, at his residence, Park-street, Westminster. Mr. Whateley was called to the bar in 1820, and was appointed Queen's Counsel in 1841.

THE COLONY OF QUEENSLAND, it appears, has at present a vacancy for a judge. We believe the salary is about £1,500 a-year.

#### MAGISTRATES' SUMMARY JURISDICTION.

The duties and jurisdiction of justices of the peace, whether in sessions or out of sessions, are so onerous in themselves, and their efficient discharge is of so much importance to society, that whatever makes them unnecessarily difficult of ascertainment, must be regarded as a public evil. It may be questioned, indeed, whether the unpaid magistracy do not exercise judicial functions that are, upon the whole, of greater consequence to the community than those which belong to the judges of Westminster Hall. No doubt weightier matters are disposed of by the judges, at Nisi Prims and assizes, yet they bear, in point of number, so small a proportion to the cases decided by justices of the peace, that if there were any means of estimating the aggregate importance on either side, the magistrates would probably be found to occupy the first place. With a jurisdiction by no means confined to criminal matters, magistrates are required not only to adjudicate upon petty criminal charges, and to conduct the preliminary investigations which are incidental to indictable offences, but also to discharge numerous *quasi-judicial* or administrative functions relating to local business of a public character. They have, moreover, a special *civil* jurisdiction in a variety of matters which need not be here enumerated. In fact, as has been well remarked, "the administration of the law, in *every-day affairs*, is altogether entrusted to magistrates. In reference to law as its operation affects the masses of people, *Justice law* is infinitely more important than Westminster Hall law. The great body of the people pass year after year without hearing one word about the superior courts at Westminster; but they are on all sides surrounded by magistrates' courts, in which are transacted the daily work of popular legal affairs."

Considerations like these cause many persons to come to the conclusion that it is unwise and unreasonable to rely upon an unlearned and unpaid magistracy for the discharge of such important and difficult duties. It has been asked how a country justice of the peace—without legal education or training of any kind—can be expected to administer properly a body of law scattered through a vast number of statutory enactments, which (until lately at all events) could boast of nothing like logical arrangement, or indeed any kind of order or harmony? It has been often urged that before a magistrate is permitted to "inflict his views" of this multitude of intricate statutes, he should be obliged to afford at least such *prima facie* evidence of his competency as might be inferred from a suitable legal training. The necessary result of all such arguments would be to substitute professional stipendiaries for the great majority of our unpaid magistracy. But inasmuch as such a proceeding would be necessarily attended with vast expense, and would be moreover most unsatisfactory to the country at large, we entirely sympathise with Mr. Oke in the views which he has recently propounded on this subject, and recommend to our readers, who are interested in the question, the careful consideration of his scheme for a new and comprehensive code to govern the summary jurisdiction of justices. There are about nine hundred persons in England and Wales who, as the clerks or advisers of magistrates, are not only interested in the subject, but

are, from their experience, competent to pronounce an opinion upon the proposed measure, and we now give such an account of it for their benefit as may enable those who have not had the good fortune to meet with Mr. Oke's brochure, to form some opinion of its merits.

After stating that the offences, so called, in respect of which justices are empowered to impose fines or terms of imprisonment are upwards of 2,000, and that there are at least 500 offences indictable and triable before a jury which must previously undergo an investigation before justices, Mr. Oke proceeds to point out the practical defects in existing procedure. First and foremost, he finds fault (very justly) with Jervis's Act (11 & 12 Vict. c. 43), which has the grievous vice of containing an implied repeal of all "inconsistent Acts." No consolidation statute disfigured by this radical defect can be otherwise than confused and unsatisfactory. When the late Lord Chancellor Campbell brought forward the Statute Law Revision Bill, 1861, he said that "no lawyer, however laborious have been his studies, could take upon himself to state what statutes are now in force and what have been repealed, particularly after the vicious mode of passing Acts of Parliament by which statutes were repealed, not expressly, but by simply enacting that all statutes inconsistent with that particular Act should be repealed. The difficulty, of course, was to decide what statutes were inconsistent with it." Although the great Government Bill of that session, which afterwards became the Bankruptcy and Insolvency Act 1861, was itself a most woful specimen of this same vice, and therefore it might be supposed that Lord Campbell was somewhat singular in his antipathy to the system of implied repeals, yet it cannot be denied that the principle is vicious and fraught with all the elements of confusion. It is no wonder, therefore, that Jervis's Act does not give that facility to justices in the exercise of their increasing duties which was expected. As this Act is the only one that at all resembles a code for governing the procedure of magistrates in cases where they have summary jurisdiction, we give Mr. Oke's criticism upon it at length.

It does not create a uniformity of practice, for it exempts from its operation so many offences and matters to which some, if not all, of its provisions might advantageously have been applied, and contains in every fourth or fifth section some exception or proviso as to portions of procedure supplied by other enactments, which should have been repealed, that its utility is much impaired; it being in fact and practically of limited operation, and, in many cases, only of a cumulative character, thereby creating confusion and uncertainty in the application of its provisions, as the questions submitted to the superior courts from time to time abundantly testify. It has likewise in many cases of modern legislation been referred to as the Act containing the procedure without due consideration of the nature of its provisions, to many of which it was never intended to apply, and as respects others it provides no adequate machinery to carry out; whilst many statutes passed afterwards, to which it would have applied, have, regardless of the procedure provided by it, embodied similar clauses to those in it on procedure, and others have contained new and unnecessary enactments, applicable, in some instances only partially, to the steps taken in the same class or description of cases. As an illustration of recent date—in four of the important Criminal Law Consolidation Acts of the last session there were upwards of twenty clauses as to procedure which are unnecessary, or were already law and enacted in almost similar terms in the 11 & 12 Vict. c. 43, which is also specially, though unnecessarily, referred to in those statutes, and which clauses would have been more appropriate in a Consolidated Procedure Bill, and must be repealed when such a measure is brought before Parliament. In confirmation of this view, it is considered necessary in this present session, by a bill promoted by the Government, to amend these four Acts in regard to Ireland, by enacting that certain provisions in them as to procedure for offences punishable summarily should not extend to Ireland, which had already a better and more comprehensive code of procedure provided eleven years since in the 14 & 15 Vict. c. 93, which is admirably suited to the petty sessions courts in that part of the kingdom (and which the officials there do not, I understand, desire to see altered), and

is three years later in point of time than our own incomplete measure, the defects in which were avoided, although in England the summary jurisdiction is far more extensive and important.

It may fairly be doubted whether even the superior judges of Westminster Hall could be expected—out of such confused and conflicting elements as are supplied by the host of statutory enactments conferring summary jurisdiction upon magistrates—to build up any harmonious or satisfactory system of law. There would certainly be no good ground for hoping that stipendiary magistrates would be able to put a wiser construction upon these enactments, or give greater satisfaction in dispensing justice under their provisions, than the unpaid magistracy now manage to do with the help of their clerks. Nor can it be denied that the English public is generally in favour of an unpaid magistracy, although there is sometimes a good deal of snarling about the decisions of country justices in game-law cases. But the magistrates themselves feel no less than the public that their duties are rendered unnecessarily onerous and embarrassing by the present condition of the statute book; and although we have never been very vehement supporters of what are called *codes*, we cannot but agree with Mr. Oke that at all events the *procedure* in cases of summary jurisdiction might be greatly simplified without much difficulty. An end ought to be put to needless and purely accidental diversities of procedure. The useless lumber affecting proceedings before magistrates should be cleared away from the statute-book, and all doubt arising from implied repeals removed by a statute declaring substantively the practice that is intended to be in force in such cases. Mr. Oke's suggestions for the framing of such a measure are as follows:—

1. A repeal of the 11 & 12 Vict. c. 43; 20 & 21 Vict. c. 43; 21 & 22 Vict. c. 73; and procedure clauses in Acts creating jurisdiction, and in the metropolitan and city police Acts:

2. Provisions defining jurisdiction and powers of all descriptions of justices:

3. Provisions applying the new measure to the *whole* summary jurisdiction, including revenue cases, and giving a uniform procedure, from the preferring of the information to the final appeal, in which many new enactments and improvements should be introduced:

4. Prohibiting cases being determined at justice's residence, except two justices be present:

5. Providing a uniform scale of imprisonment in default of payment of penalties, &c.:

6. Providing a summary mode of estreaining recognizances, without going to the quarter sessions, as allowed in the Metropolitan police courts by 2 & 3 Vict. c. 71, s. 45:

7. Providing shorter forms of proceedings:

8. Removing doubts as to the death or removal of justices abating proceedings which are uncompleted:

9. Giving an appeal in all cases upon the facts or law to the quarter sessions, with a procedure similar to 24 & 25 Vict. c. 96, s. 110, as well as upon the law only to any superior court as now; and in which it is, I believe, possible to reduce the expense of appealing:

10. Provisions empowering the clerks to magistrates to sign and issue summonses, and to adjourn petty sessions when necessary:

11. Providing a uniform mode of convening special sessions, in lieu of the present circuitous one through the high and petty constables:

12. Providing the course to be taken by justices when questions of right or title arise before them:

13. Assimilating the procedure on the hearing of charges of larceny, &c., under the Juvenile Offenders Act, to that provided by the Criminal Justice Act:

14. Extending such procedure to the punishment of juveniles committing frauds, or receiving stolen goods, or embezzling property of a small amount—not exceeding £1:

15. Extending clauses 25 to 30 of the Metropolitan Police Act, 2 & 3 Vict. c. 71, as to unlawful possession of property, and s. 40, as to the detention of goods, to the whole country.

We need hardly say that we entirely approve of the scheme which Mr. Oke has thus sketched out, and we hope that it may be embodied in some bill to be laid before Parliament in the ensuing session.

#### CONSULAR COURTS.

The decisions of consular courts do not often attract the notice of lawyers at home. Indeed, it is one of those anomalies for which English administration is remarkable, that although our consuls all over the world have at least a *jurisdiction arbitrale* over those of our countrymen who happen to be within their province, and under the Mercantile Marine Act consuls are members of naval courts for the trial of important cases relating to discipline on shipboard, they are as a rule entirely without legal training of any kind, and as a matter of course are frequently found acting in a manner that betrays entire unconsciousness of English law, and of the ordinary practice of our courts. In Mahomedan countries, and also in China, where by treaty our consular agents have an exclusive jurisdiction both civil and criminal over British subjects within certain large districts, it has been found necessary to appoint lawyers to superintend the discharge of these judicial functions, and a Supreme Consular Court has been established at Constantinople, with exclusive jurisdiction in all matters civil and criminal within that district. It has also a concurrent jurisdiction with the provincial consular courts, which are presided over by the consuls of the several districts. The manner in which these gentlemen exercise the judicial office, and the kind of decisions they sometimes make, are well exemplified by a case recently reported in the *Levant Herald*, an English newspaper published at Constantinople. It appears that on the 20th of August last, Mr. John Fraser, her Majesty's acting consul at the Dardanelles, decreed an adjudication in bankruptcy against Mr. Ex-Consul Calvert, lately of the same post. In ignorance of the legal requisites of such a proceeding it seems that he required from the petitioning creditor neither proof of the alleged debt, or of any act of bankruptcy, nor even the exhibition of the power of attorney under which he professed to be acting for his London principal, but accepting a telegram from Mr. Acting-Judge Francis of the Supreme Court, in lieu of all these, pronounced a *fit* "on his own authority as a judge." The matter was subsequently brought before Mr. Francis, the Acting-Judge of the Supreme Consular Court, and the following report of the case from the same paper tells its own story sufficiently:—

*Oct. 24.—Re Frederick William Calvert's Bankruptcy.—Adjudication annulled.*—In this case Mr. Timney had, on a former day, applied to quash the adjudication of bankruptcy made against H. M. late consul at the Dardanelles by Mr. T. Fraser, the present acting-consul, on the grounds that there had been no legal petitioner, no legal debt, no proof of trading, nor any act of bankruptcy, and that the acting consul, at the time of the adjudication, had refused to hear against it the holder of a power of attorney from Mr. Calvert. In support of this last ground of his application, the learned gentlemen had relied on the case of *Re Frampton*, argued before the Lords Justices, and in which it had been decided that a solicitor retained by an agent of an absent trader might appear to contest an adjudication of bankruptcy.

On this last argument the Court now decided that the case cited did not apply, inasmuch as the power of attorney produced by Mr. Calvert's agent did not in terms authorise him to resist proceedings in bankruptcy. Had he, indeed, employed counsel or a solicitor to appear for his principal, it would have been different. As it was, the application on this ground must be refused. On the others, however, it was evident that the whole judicial conduct of the matter had been so informal and irregular that the adjudication must be annulled.

Mr. Fry appeared in support of the adjudication.

In juxtaposition with this case we are tempted to place a short extract from the evidence taken before the parliamentary committee on consular service in 1858. It consists merely of a few questions addressed to Mr. Hammond, of the Foreign Office, and of that gentleman's answers:—

Q. Does not the very fact of your appointing a barrister to act as judge and vice-consul show that a knowledge of law would be a very great benefit to our consuls generally?

A. Only in the Levant; and I should say that so much of the civil business there depends upon the custom of the Levant, that a legal education is not required for a consul even there, and might perhaps be rather a disadvantage than otherwise.

Q. The French have no necessity to change their plan, inasmuch as they have in the *canciller* a man who is a legal adviser?

A. Yes, a man of legal education.

Q. Does he decide cases between French subjects?

A. I imagine he acts rather as assessor and adviser.

Q. This appointment at Constantinople does not interfere with the other consuls in the interior of Turkey in any way, does it?

A. They are subject to the jurisdiction of the judge; they are to obey the orders and report to the judge what they do.

*Calvert's case* is a forcible illustration of the inconvenience arising from the telegraphic mode of hearing and deciding causes. If the consuls, and even the *acting* consuls of the Levant are to retain their power of adjudicating in bankruptcy, and in every other kind of civil as well as of criminal business, it is highly advisable that they should be obliged to qualify themselves, to some extent at least, for the discharge of such important functions. In justice to the Foreign Office we ought to say that it has made the suggestion to the Civil Service Commissioners, and that they profess to require of candidates for the consular service "a sufficient knowledge of British mercantile and commercial law to enable them to deal with questions arising between British shipmasters and seamen." The vague and illogical language of the commissioners is of itself evidence enough that it merely covers a pretence. Indeed, even if they were sincere, it would be well nigh impossible for them at present to succeed in their wishes. How or where are these candidates to gain the requisite knowledge? They can hardly be expected to enter one of the Inns of Court or the Incorporated Law Society for this purpose, and but few of them have the advantage of a university education. Until something like a Law University is established, the most that they can do, will be to obtain the services of some *coach* with special facilities for *cramming*, and even this will necessarily be of the most perfunctory character.

Before leaving *Calvert's case*, we ought not to omit mentioning that it subsequently gave rise to another strange proceeding before the Supreme Court at Constantinople. It appears that Francis Calvert, a brother of ex-consul Frederick William Calvert, the adjudicated bankrupt, a few days after the adjudication of bankruptcy, happened to meet Mr. Acting-Consul Fraser in some place of public entertainment, and there ensued an altercation, out of which arose a charge which was brought against Mr. Francis Calvert before the Supreme Consular Court. In the report of the case the accusation runs as follows:—

For that he, on the 12th day of October, intending and contriving to scandalize and vilify John Fraser, H. M.'s Acting-Consul for the Dardanelles, in his capacity as acting-consul, as judge in the bankruptcy of one Frederick William Calvert, and whilst he was such Consul so acting, maliciously did publish and utter to the said John Fraser—"You make bankruptcies to order."

Our Levant contemporary contains a very elaborate report of the argument on this important application, and is very indignant with Mr. Francis, the acting-judge, for asserting his determination to protect the acting-consul in the discharge of his "judicial" functions. We confess to some surprise at the severity of the sentence—a fine of £20 with costs, and imprisonment for fourteen days—when we bear in mind that Mr. Calvert had said nothing more than what Mr. Hammond, the practical chief of the Foreign Office, said before a parliamentary committee—and moreover that he spoke what was in itself the simple truth. We have seen that Mr. Hammond is disposed to regard legal knowledge in consuls as "rather a disadv-

vantage than otherwise," and that the provincial consuls are to "obey the orders of the judge." At the same time we feel that it would be unjust to Mr. Francis to visit him with any blame in the matter. It is not long since he was appointed to the judicial office, and he brought to it a high character both for learning and good sense. But he is placed in circumstances of great difficulty, and is compelled to undertake duties which it is impossible to discharge satisfactorily. He is often compelled to decide without hearing, and sometimes to pronounce his decisions in telegraphic language. It is hard that he should be obliged to act upon statements coming from persons who have no conception about law, and to insist upon respect being paid to judges who are unacquainted with the first principles of justice—*doctores sine doctrina; Magistri artium sine artibus*.

## EQUITY.

**WILL—ANNUITY.**—A testator bequeathed certain leaseholds to a trustee upon trust to receive the rents and profits, and pay the annual sum of £60 to H. for her life, and after her decease, and the raising of a sum of £400 thereby directed to be raised out of the said rents and profits, upon trust to assign the said premises, or such part thereof as should remain undisposed of, to G. absolutely.

Held, per Lord Chancellor, that the annuity of £60 to H. was chargeable upon the corpus of the testator's estate.—*Phillips v. Gutteridge*, L. C., 11 W. R. 12.

**TAXATION—DOUBLE SCALE OF CHARGES.**—A solicitor delivered a bill of costs, the items of which were drawn up in double columns, one column stating the amount due in the event of a taxation, the other, the amount due in the absence of a taxation. The client tendered the lower amount, which was refused, unless the client obtained an order to tax the bill. This he declined to do, and ultimately, in order to obtain possession of his papers, the client paid the larger sum, and afterwards presented a petition to tax.

Held, per Master of the Rolls, that he was entitled to the order upon the ground that the payment of the larger or the smaller sum had not been fairly left to the option and judgment of the client.—*Re Lett*, M. R., 11 W. R. 15.

**ADMINISTRATION—EXECUTOR—WILFUL DEFAULT.**—Held, per Vice-Chancellor Wood, that for the purpose of obtaining an inquiry as to wilful default against an executor, the bill must charge some specific item upon which to found the inquiry. A mere general allegation will not induce the Court to grant such an inquiry.—*Massey v. Massey*, V. C. W., 11 W. R. 19.

**SPECIFIC PERFORMANCE.**—In this case the Master of the Rolls held that when a company enters into an unconditional contract for the taking and purchase of land under their parliamentary powers, they must perform such contract, and pay the purchase or compensation money within a reasonable time, and cannot postpone the period of completion until they require to use the land so purchased for the purpose of their works. His Honour further held that although on a purchase of land by a company from a tenant for life or other person having a limited interest, the Lands Clauses Act requires (sect. 9.) the fairness of the the purchase or compensation money to be determined by the certificate of two surveyors, the Court will not refuse to entertain a suit by the tenant for life for specific performance of the agreement to purchase, on the ground that no such certificate has been obtained; but the Court will ascertain for itself the fairness of such price by means of an inquiry in the suit.—*Baker v. The Metropolitan Railway Company*, M. R., 11 W. R. 18.

## REAL PROPERTY AND CONVEYANCING.

## Correspondence.

ENFRANCHISEMENT OF COPYHOLDS.—FREEBENCH OF WIFE.—The point raised by "R. W." (*ante* p. 8) recently occurred to me in practice in a copyhold estate held under a manor where the custom is the same as that stated by "R. W." As the wife's right attaches to any property of which the husband is seized at any time during the coverture, I think it is clear on principle that, having once attached, it cannot be defeated by any act of the husband or of the lord. The enfranchisement destroys the copyhold tenure, and, therefore, the wife cannot afterwards release her interest by surrender, but the land being enfranchised she may release her right by an assurance acknowledged in accordance with the Act for abolishing fines and recoveries, which was the course I pursued.

L. F.

## COMMON LAW.

NOTICE OF DISHONOUR.—A promise made by the acceptor to pay a bill after it has become due and dishonoured is evidence from which a jury may infer either notice or waiver of notice, although the jury find that, in fact, there was no notice.—*Woods v. Dean*, Q. B., 11 W. R. 22.

LOAN SOCIETY.—A bond given to a loan society contained a covenant for the payment, in case of default being made in the monthly instalments, of "the further sum of one shilling for each and every pound of the said monthly instalments which should not have been paid on the day when such instalments became due."

Held, that such penalty was not recoverable in respect of a fraction of a pound in arrear.—*The Three Towns Society (Limited) v. Doyle*, C. P., 11 W. R. 22.

COMMISSION—MERCHANT SHIPPING ACT.—The plaintiff, on undertaking to negotiate for the defendant a loan of money, received from him a memorandum to the effect that he agreed to accept through the plaintiff the loan of £7,000 on the security of his steamship, on his handing, amongst other things, as security, a legal mortgage on his steamship, and to pay for negotiating the same five per cent. commission on the amount. The loan was negotiated by the plaintiff, but the lender refused to complete it on hearing that the ship was already mortgaged for a sum far exceeding the amount of the proposed loan.

Held, that it was for the jury to say whether the parties must be taken to have meant a first mortgage, and that if so, and the lender on that ground declined to make the advance, the plaintiff was entitled to commission.—*Thompson v. Clark*, Q. B., 11 W. R. 23.

CONTRACT—SALE—IMPLIED WARRANTY OF SEED.—On a contract for the purchase of seed to be grown by the seller "of a good growing stock."

Held, that there was no implied warranty that the seed should be "growing seed," or such seed as should grow.—*Pinder, Appellant, v. Button, Respondent*, Q. B., 11 W. R. 25.

## COURT OF QUEEN'S BENCH.

(Sittings in Banco, before Lord Chief Justice COCKBURN, and Justices WIGHTMAN, BLACKBURN, and MELLOR.)

Nov. 13.—*Ex parte the Mayor and Burgesses of Rochester*.—Mr. Prentiss moved on the part of Mr. Cole, the mayor, and the burgesses of the borough of Rochester, for a rule, calling upon the recorder of that place to show cause why he refused to hear certain complaints which were brought before him, charging Mr. Hayward, the clerk of the peace, with misconduct; and also why he should not summon the clerk of the peace to answer the complaint. The recorder refused to interfere in the matter on the ground that the misconduct complained of by the mayor in respect to Mr. Hayward was not misconduct in his office of clerk of the peace.

The LORD CHIEF JUSTICE.—Supposing a clerk of the peace were to get intoxicated, would that be a sufficient reason for the recorder to interfere to deprive him of his office.

Mr. Prentiss said this was a much more important question. Hayward was charged by the mayor and corporation with having received certain moneys from different people for their benefit, and appropriating £5,000 of it to his own use.

Mr. Justice WIGHTMAN asked what would be the consequence if the recorder decided in favour of Mr. Hayward, supposing that he entertained the complaint.

Mr. Prentiss said that question did not arise on this occasion. Last term a question came before this Court between the recorder and the mayor and town council, relative to the appointment of a clerk of the peace, when the Court decided that the appointment of a clerk of the peace for Rochester was vested in the recorder. In accordance with that decision he (the learned counsel) contended that the right to inquire into the conduct of a clerk of the peace was also vested in the recorder.

The Court granted a rule *nisi*.

(Sittings in Banco, before the LORD CHIEF JUSTICE, Mr. Justice WIGHTMAN, Mr. Justice BLACKBURN, and Mr. Justice MELLOR.)

Nov. 17.—*Ex parte Harding*.—Mr. Archibald moved for a rule to compel an attorney to repay a sum of £100, with interest from July, 1854, as received by him for the applicant, his client. The applicant stated that in 1853 he entrusted the attorney with a promissory note for £100, to sue upon on his behalf, and that he had received from the debtors the proceeds of certain property to the amount of £126, out of which the sum due on the note was to be paid to the applicant. The money had never been paid to him, and when applications had been made to the attorney for the money he set up a settlement with a third party, since deceased.

The COURT granted a rule *nisi*.

## COURT OF COMMON PLEAS.

(Sittings in Banco before Lord Chief Justice ERLE and Justices BYLES and KEATING.)

Nov. 14.—*In re an Attorney*.—Mr. Field moved for a rule calling upon an attorney of this court to show cause why he should not pay to the applicant £28 10s. 2d., and why he should not answer the matters in the affidavit. The circumstances were shortly these, that the applicant, having sued a debtor for £28 10s. 2d., the attorney received £10 from the debtor, and the sheriff's officer settled with the attorney for the balance after execution had issued. Two or three weeks after this the attorney told his client that the man had not paid, and the attorney had not yet handed over the amount, although the settlement with the officer took place in May last.

Rule granted.

—*Application to strike an attorney off the rolls*.—This matter came before the Court on cause being shown against a rule to strike off the rolls of the court George Thompson, an attorney, who had been convicted of felony, and who was now undergoing his punishment at Portland.

Mr. Foster made an appeal to the Court, saying that Mr. Thompson was a very young man, and although upon the rolls himself, he had acted as clerk to another person. Circumstances caused the superintendence of the office to be placed in his hands, and being left without much control he got into expensive habits, and committed embezzlement. Mr. Thompson would be sent to Western Australia, and his great hope was that at length he might be enabled to practise his profession there, and by good conduct to regain the position which he had lost. If, however, he was struck off the rolls in this country he would have no chance of obtaining a certificate which would enable him to practise in Australia, and would thus be deprived of that hope which would otherwise sustain him during the time of his punishment.

The LORD CHIEF JUSTICE said they did not feel themselves authorised to yield to the application of Mr. Foster. They had no doubt that the authorities in Western Australia had the power, according to their discretion, to allow transportation to produce those very salutary effects that it was capable of producing—deterring criminals here, and allowing them to attain a position of respectability in the colony after the time of punishment had expired.

Rule absolute.

## MERCANTILE LAW.

MARITIME ASSURANCE—LOSS OCCASIONED BY EMBARGO.

*Aubert v. Gray, Ex. Ch.*, 11 W. R. 27.

It was decided in this case by the Court of Exche-

quer Chamber (Pollock, C.B., *dubitante*) that the subject of a foreign state who, at a time of peace, and when hostilities are not expected between this country and his own, insures goods by the ordinary form of policy, against restraint of princes, is entitled to recover on the policy, although the loss be occasioned by a restraint of the ship by his own Government; and it is a fiction not to be supported that under such circumstances he adopts or consents to such restraint. Therefore, where a Spaniard effected an insurance by the ordinary form of policy on goods on a voyage from London to Alicante, and the Queen of Spain, for a purpose wholly unconnected with hostilities either existing or expected between this country and her own, laid an embargo on the ship at Corunna, by reason of which the goods were damaged.

This decision has the effect of removing any doubt about the authority of *Conway v. Grey*, 10 East, 536, where it was held by the Court of Queen's Bench that a foreigner insuring in this country is not entitled to abandon upon embargo laid on the property in the of his own country; upon the ground that his *nt is virtually implied to every act of his own ernment, and makes such embargo his own voluntary act.* In that case, said Lord Ellenborough, "the party who himself prevents the act from being done has no right to call upon the underwriters to indemnify him against the loss he may sustain from such act not being done. Where the insured and insurer are both subjects of the same state the case will stand upon very different grounds of consideration." The Court of Exchequer Chamber, however, in *Aubert v. Gray*, regards the principle of the decision in *Conway v. Grey*, as essentially fallacious, resting merely on the fiction that every subject of a state adopts every act of the Government as his own. "The assertion," said Erle, C. J., "that the act of the Government is the act of each subject of that government is never really true. In representative governments it may have a partial semblance of truth, but in despotic governments it is without that semblance." The Chief Baron, although he did not entirely assent to the doctrine laid down in the judgment of the Court pronounced by Erle, C.J., did not dissent from the decision.

**RIGHTS OF CONSIGNER—BILLS DRAWN AGAINST CARGO.**  
*Frith v. Forbes*, M. R., 10 W. R. 658, on app. L. J., 11 W. R. 4.

Many of the rules comprised in the general body of law included under the comprehensive head of the Law Merchant have been laid down by courts of equity, although, according to the common notion, this branch of English jurisprudence is generally supposed to be within the special domain of common law. The customary law of merchants, however, is more akin in its spirit to equity than to common law, and the majority of mercantile transactions are necessarily so informal, and rely so much upon mere good faith, that it would be not unfrequently impossible to do justice between the parties, otherwise than by putting an equitable interpretation upon their contracts. This is particularly the case wherever any question of constructive lien, or priority of charge upon goods under consignment, is involved. All such cases are peculiarly within the province of equity; and in reference to them, indeed, the equitable doctrines relating to lien and priority of charge are gradually being incorporated into the general body of mercantile law.

In *Frith v. Forbes* an important question of mercantile law affecting the rights of consignors and consignees was contested. A mercantile firm in India consigned a cargo to a mercantile firm in England, sending to the latter bills of lading, and at the same time informing them that the consignors had drawn upon the consignees against such cargo a bill of exchange in favour of a third person. The consignees received and realised the cargo, and the question was whether they

were under an obligation to pay the bill of exchange out of the proceeds, in priority to the general lien on the cargo to which they claimed to be entitled for the general balance due to them from the consignors. The suit was instituted by the person in whose favour the bill of exchange was drawn, and who sought to establish, in priority to any lien in favour of the consignees, a valid charge on the bills of lading, and the proceeds of the cargo, for the amount of the bill of exchange. His contention was that the consignors were entitled to give this priority, and that they had in fact given it by the express intimation which accompanied the bills of lading; and that the consignees having accepted the consignment upon such terms thereby postponed their own lien for any general balance due to them until the bill of exchange was first satisfied out of the proceeds of the cargo. It was argued for the consignees, on the other hand, that the documents and correspondence did not constitute an equitable assignment to the plaintiff, or give him a lien on the cargo in the hands of the consignees; and that even if they did, yet that the consignees had a right to rank in priority in respect of their lien for a general balance. Sir J. Romilly, M. R., dismissed the plaintiff's bill upon the ground that the consignees' lien attached, by, the law merchant, upon the goods immediately on their arrival, and could be postponed in favour of another claimant only by some *assent*, whether express or implied, on the part of the consignees. His Honour was of opinion that the intimation given by the consignors did not create any obligation on the part of the consignees to pay the bill of exchange out of the proceeds, in priority to the general lien of the consignees, as the learned judge considered that the mere fact of their having received and realised the cargo did not amount to an assent on their part to give the plaintiff priority, even although they had notice of the plaintiff's claims before the cargo arrived.

It will be seen that the question here raised is one of considerable importance to merchants and mercantile lawyers, and although it is very definite and intelligible—apparently, indeed, very simple—yet that it involves some very subtle and recondite considerations. It is not surprising, therefore, that the Lords Justices, when the case came before them upon appeal, should have come to a different conclusion from that of the Master of the Rolls, whose decision they reversed. Lord Justice Knight Bruce was of opinion that as between the consignors and the plaintiff the "appropriation of charge was effectual," and that the consignees were bound either to decline the receipt of the cargo, or, after possessing themselves of it, to treat it as so charged. Lord Justice Turner was of the same opinion.

"The Master of the Rolls," said his Lordship, "seems to have decided this case upon the ground of general lien to *Forbes & Co.* as consignees. But speaking with all possible respect for his Honour's opinion I do not think the general lien of a consignee can be set up in opposition to positive directions given him by the consignor. If the consignee thinks proper to accept a consignment with express directions to apply it, or the proceeds of it, in a particular way, he cannot, as I apprehend, set up his general lien in opposition to those directions. In such a case only what remains after answering the particular directions can, as I think, become subject to the general lien."

Their Lordships considered that the intimation accompanying the bills of lading—namely, that the bill of exchange was drawn against the consignment, could not be construed otherwise than as meaning that the bill was to be paid out of the proceeds of the consignment—in other words, that there was an appropriation of the consignment to the payment of the bill. Lord Justice Turner said, he was not prepared to go the length of saying that the holder of a bill of exchange drawn against the consignment has a lien upon it where no communication had been made to him of the bill being so drawn—which, however, was not the fact here.

The result of the hearing upon appeal before the Lords Justices, and the decision of their Lordships, is thus expressed in the head note to the report of the case in the *Weekly Reporter*. "The general lien of a consignee cannot be set up in opposition to a positive appropriation by the consignor of the cargo to the payment of certain specified bills of exchange."

There appears to be some room for doubt whether the Master of the Rolls, in the judgment delivered by him in this case, has not stated the rule relating to the lien of merchants somewhat too strongly. In *Bock v. Gorriar*, 9 W.R. 209, Lord Chancellor Campbell was doubtful whether a merchant or consignee—as distinguished from a factor—could claim a general lien. The case of *Brando v. Barnet*, 12 Ch. & Fin. 787, finally settled the law as to bankers, and there is now no question that they have a lien for their general balance upon securities deposited with them.

### PROBATE.

**PRACTICE.**—Where the issues raised on the pleadings were tried at assizes held at Y., and at the trial terms of compromise were agreed upon by the plaintiffs and defendants (and by their joint consent embodied in a rule of *Nisi Prius*), whereby it was agreed that the will and codicil of the deceased should be established, and two of the defendants, executors named therein, should renounce probate and consent to its being granted to the plaintiffs, the four other executors, &c., the Court refused to make the rule of *Nisi Prius* a rule of the Court of Probate, there being no precedent of the Court ever having recognised an agreement of an executor to renounce, but pronounced for the will and codicil, and granted probate thereof to the plaintiffs (four of the executors named).—*Hargreaves v. Wood*, 11 W.R. 31.

**WILL—CUTTING.**—Where a testator cut a piece out of his will, which had been duly executed, containing the word "witnesses" and the names of the attesting witnesses, giving his reason at the time for having so cut the same, "that he had some idea of altering it, and having a new will made," and subsequently on the same day re-fastened the piece he had so cut out, saying "that his will would do for the present, and that if he wanted another will made, he could do it afterwards," and died without making another will, the Court, on motion, but with the consent of the parties interested in case of an intestacy, granted probate of the will to the executors named therein.—*In the goods of Thomas Eales (deceased)* 11 W.R. 31.

**COUNTY COURT.**—When the judge of the Court of Probate is satisfied that the county court has jurisdiction over a cause, he will direct it to be tried before the judge of a county court having jurisdiction, and will also direct the papers in that cause to be transmitted to the county court for the purposes of the suit, but he will give no directions as to the mode in which the cause shall be tried.

It will be left for the judge of the county court to decide whether the case shall be tried before him with or without a jury.—*Norris v. Allen*, 11 W.R. 32.

### BANKRUPTCY.

**JURISDICTION IN CASES OF BANKRUPT'S MISCONDUCT—RE-HEARING.**—The 159th section of the Bankruptcy Act, 1861, prescribes the rules which are to be observed by commissioners in bankruptcy, in granting orders of discharge, and in *Re Mew and Thorne*, 10 W.R. 790, there was a very full discussion of the question whether a commissioner had a discretionary power, under the new Bankruptcy Act, to take into consideration the general conduct of a bankrupt before bankruptcy, and whether,

though the charges against him did not come within the category described in the 159th section, yet under such discretionary power the commissioner was still entitled to refuse the order of discharge. In a former case the Lords Justices differed in their construction of the Act in reference to these questions. Knight Bruce, L.J., considered that the discretion was, and Turner, L.J., that it was not, taken away by the Act. The case, therefore, came before the Lord Chancellor, who, in the result, agreed with Lord Justice Knight Bruce, and held that the commissioner has now no power to refuse or suspend the order of discharge or even to accompany it with conditions, or to pronounce a penal sentence, until he has previously ascertained that the bankrupt has been guilty of one or other of the offences specified in the 3rd rule of the 159th section.

In the above-named case, the Lords Justices, in July last, upon an appeal from a decision of Mr. Commissioner Jemmett, made an order by which they attached conditions to a bankrupt's order of discharge, in consequence of his misconduct. The decision of the Lord Chancellor in *Mew and Thorne's case* was delivered subsequently, and the Lords Justices now held that as they had not confined their consideration to the particular act specified in the 159th section of the statute, the bankrupt was entitled to a re-hearing, which was granted accordingly.—*Re Drinkwater*, L.J., 11 W.R. 14.

**DISPUTED ADJUDICATION.**—A trader, being in difficulties, executed an absolute assignment of his property to two persons. The deed contained no trust in favour of the creditors, but the assignees named therein became security for the payment of the composition. Possession of none of the property comprised in the deed was given to the assignees.

Held, per Comrs. Holroyd and Goulburn, that the assignees were trustees for the general body of creditors, and that the 7th condition of the 192nd section of the Bankruptcy Act, 1861 (providing for the giving up possession of the debtor's property), should have been complied with. The deed was therefore bad, and no bar to proceedings in bankruptcy.—*Re Rawlings*, 11 W.R. 11.

### PARISH LAW.

**SETTLEMENT—LUNATIC PAUPER—IRISH PARENTS.**—Under the Lunatic Asylum Act, 16 & 17 Vict. c. 97, a lunatic pauper, above twenty-one, born in England, of Irish parents, neither of whom had any ascertained settlement there, and were not chargeable, having been removed into a lunatic asylum, the justices made an order charging the expense of his maintenance to the parish in which he was born.

Held, that they were right.—*The Queen v. The Parish of Newchurch*, Q.B., 11 W.R. 24.

**POOR LAW—MAINTENANCE OF LUNATIC—SETTLEMENT—HUSBAND AND WIFE—WHERE LIVING APART—HUSBAND IRREMOVABLE.**—A pauper lunatic, a married woman, whose husband was living apart from her in another parish where he was irremovable, was sent to a lunatic asylum.

Held, that the lunatic was to be maintained by the union in which was situate the parish of the husband's settlement, that being the wife's, and not by the parish where he had acquired the status of irremovability.—*Reg. v. The Guardians of the East Retford Union*, Q.B., 11 W.R. 25.

### COMPANIES' LAW.

**WINDING-UP—DIRECTORS—CONTRIBUTORIES.**—In this case it was decided by the Lords Justices that a provision in a deed of settlement that no person shall act as a director without a certain qualification does not apply to parties employed by the general board of directors to

act as local agents in country towns, notwithstanding such local agents may be styled provincial directors.

They further held that such a provincial director, not being a shareholder, is therefore not liable to be placed on the list of contributors on the ground that he must be taken to have had the qualification of a director; and also that a director of a bank who holds out inducements to parties to trust their money with a bank, by representations that the bank is solvent, does not make himself liable to be placed on the list of contributors in the winding-up of the bank on the ground of his having made such representations.—*Re The National Assurance and Investment Association (Bank of Deposit) Ex parte Cotterell, L. J., 11 W. R. 13.*

### GENERAL CORRESPONDENCE.

\*\* ARTICLED CLERK.—We recommend for students in equity, common law, and bankruptcy, the well-known Manual of Equity, and the newly published Manual of Common Law and Bankruptcy, by Mr. Josiah W. Smith, Q.C.

\*\* We must ask several correspondents to excuse us for not inserting their letters relating to Roupell's case in connexion with the law stationers. We think the matter has already been sufficiently discussed.

### THE LAW INSTITUTION.

There was a very important letter in your columns about a month ago respecting the composition of the council, and I am surprised it did not meet with more attention than appears to have been the case. For my part I regard the decision of the meeting alluded to, at which the nominees of the leading members of the committee of the Metropolitan and Provincial Association were so uncourteously rejected, as by no means that of the majority of the members of the Incorporated Society or of the profession at large. Let the Association try again.

W. H.

### THE EXAMINATION QUESTIONS.

In answer to your correspondent "X. Y. Z." in your journal of last week, I cannot help thinking that he is mistaken in supposing that the examiners unwittingly frame their questions from the edition of Stephens' Commentaries that is now in the press—among the subjects for the intermediate examination for 1863 they distinctly name the edition, and for further assurance the year in which that edition was published—viz., 4th edition, 1858—which is the last edition out, although there is, as "X. Y. Z." observes, another edition in the press. Although I hope to be a candidate for that examination, I do not consider it necessary to wait till the 5th edition is published before I commence reading for the same, as your correspondent would appear to advise.

With regard to the questions put on equity, I should have thought that it would have been more difficult for country clerks to have thoroughly mastered the principles of equity than to have done the same with a book of the practice of the Court of Chancery. I do not refer to such books as Ayckbourn or Sydney Smith's Chancery Practice, but such a one as Hayne's Outlines of Equity, which combines interest with a simple and concise mode of procedure.

ACUTUS.

### LECTURES AT THE LAW INSTITUTION.

Knowing as I do the lively interest which you always take in the welfare of articled clerks, I feel assured you will grant me a small space in your columns, and thus call attention to a just cause of complaint. I am in popular words "a young man from the country," and have come to town to serve my last year in an agent's office, and by him was of course recommended to join the Law Lectures. I did so (by paying £3, the usual admission fee) in the belief that I should obtain some valuable information thereby. How my hopes were doomed to be disappointed I will now inform you. I attended last week the Lecture-room to "hear," as I expected a lecture on a subject which, as a country articled clerk, I felt particularly interested in. When the time arrived the lecturer mounted the rostrum, and, I suppose, commenced his lecture. Whether he did so or not I, with most others, am almost at a loss to conceive, for he hardly raised his voice above a whisper, and not two words in succession of the whole of

his address was I enabled to hear. A large number of students were present, and they manifested their dissatisfaction so much that the chairman had to beg them to keep quiet, and the learned lecturer closed his lecture twenty minutes before nine. The students finding they could hear nothing of the lecture were of course passing away their time by talking to each other. Perhaps the learned gentleman was suffering from indisposition of some sort, and was consequently unable to speak out in a proper tone of voice.

A. SUBSCRIBER.

Nov. 20, 1862.

[We believe that lecturers at the Law Institution complain as much of the noise of the audience as "A. Subcriber" complains of the difficulty of hearing the lectures. We have, however, had several communications to the same effect as the above one.]

### APPOINTMENTS.

Mr. Holdship, who was one of the clerks in the Chancery Registrars' Office, has been appointed registrar in the place of Mr. F. Metcalfe, deceased. Mr. W. Pugh, son of Mr. Charles Pugh, one of the chief clerks to Vice-Chancellor Kindersley, has been appointed clerk in the place of Mr. Holdship.

Mr. W. R. Drake, of the firm of Bircham, Dalrymple, Drake, Parliament-street, has been appointed to the office of Treasurer of the Lancashire County Court, vacant by the death of the late Mr. Hulton.

Sir John Bayley, Bart., the Clerk of Assize on the Northern circuit, has appointed Mr. Robert Holsby, of York, solicitor, the Clerk of Arraignment, vacant by the death of the late W. T. Prichard, Esq.

### IRELAND.

DUBLIN, Nov. 19, 1862.

We have now entered the last week of term, and, as yet, the business on both sides of the Hall has been almost unprecedentedly slack, more especially in the equity courts. We regard this, however, as of an exceptional character, arising from the circumstances of the country. A series of unpropitious summers, and consequent deficient harvests, have had the necessary result of diminishing the resources of the country, limiting mercantile transactions, and diminishing credit; and the pressure in the manufacturing districts in England, owing to the civil war in America, has seriously affected the trade of this country. It does not, therefore, at all follow that any permanent falling off of the law business of this country is to be looked for, so as to justify any measure for the reduction of our judicial establishment—a project which has been hinted at, but which we hope the commissioners will not recommend. It may be, and perhaps will be, the case, that they will propose an alteration in the constitution of the Court of Chancery, (somewhat similar to that adopted in England) by which the office of master in chancery will be abolished, and a staff of vice-chancellors established instead. Were such a plan adopted, it could be readily arranged that the Landed Estates Court should cease to exist as a separate tribunal, and that it should become a branch of the Court of Chancery. The business of the masters' offices, under the 16th section of the Chancery Regulation Act, has become so important, and involving such a large amount of property, as to render it essential to the interests of the suitors that their causes should be heard in a more public and solemn manner than can be reasonably expected in a master's office.

With respect to the common law judges, when we recollect that in 1784 it was thought needful to increase the number from nine to twelve, by the addition of one member to each court, it would appear strange if it should be deemed necessary in the present day, when the resources of Ireland have been so vastly increased as compared with the last century, that a reduction of the present number should be considered beneficial to the public.

In the Court of Common Pleas yesterday a motion of a singular character was made in the case of *Taylor v. Clarke*. It was an action of slander between two members of the medical profession, tried before the Lord Chief Justice Monahan at the sittings after Hilary Term last, and which resulted in a verdict for the plaintiff of £100 damages. The nature of the present application was that Mr. Collier, the taxing master, be directed to review his taxation of costs by

disallowing to the plaintiff the sum of £10 10s., being the amount of the fee paid to Mr. Whiteside, Q.C., as leading counsel for the plaintiff, and £2 13s. 4d., being the costs of the brief for the trial. It appeared by the affidavits filed on either side that notice of trial was served on the 6th of June for the after sittings, which were to commence on the 17th of June last. On the 7th of June the town agent of the defendant's attorney left a docket of retainer, with the usual fee of £2 2s., at the residence of Mr. Whiteside, Mountjoy-square North, Dublin, with the housekeeper. Mr. Whiteside was then in London attending Parliament. The case was entered on the special jury list, which was not to be taken up till Monday, the 23rd. It stood low down in the list, and it was expected that it would not be called on for some days. On Saturday, the 21st, the plaintiff's attorney telegraphed to London to Mr. Whiteside to know whether he would undertake the case, and if so to consider himself retained. Mr. Whiteside, in ignorance of the retainer having been left at his house in Dublin, replied in the affirmative, and thereupon the attorney sent him his brief and fee, which Mr. Whiteside acknowledged, and stated that he would leave London on Tuesday morning, and would be in court on Wednesday. The special jury list having been called on, several cases were struck out, and the Chief Justice was asked to postpone the case, but having declined, the case proceeded in Mr. Whiteside's absence. Mr. Whiteside arrived the following evening, but the case in the interim had been disposed of. After his arrival, he discovered the fact of the defendant's retainer, and returned the fee which had been sent therewith. It was admitted by counsel, who appeared in support of the motion, that the court had no jurisdiction in questions of retainer, as regarded the proceedings of counsel, this being matter purely of professional etiquette; and that, as a general rule, the absence of counsel at the trial would not disentitle the party who retained him to the allowance of the brief. He urged, however, that the delivery of a brief in London, followed by the absence of the counsel for the trial, was irregular and ought not to be recognised in taxation of costs, as the possibility of his being able to attend in due time was not sufficiently certain. The motion having been part heard was postponed, in order to give the defendant's leading counsel an opportunity to reply, and was not resumed to-day, but will be disposed of during the present term.

Andrew Vance, Esq., Q.C., has died at Nice, after a protracted illness, and while in the prime of life. He was brother to the hon. member for the city of Dublin, and, during a short portion of the administration of Lord Derby, filled the office of law adviser at the Castle.

In the Court of Exchequer on Wednesday last Mr. Henderson applied for an attachment against Mr. George Magenau, an attorney, for the non-payment of certain coats, which, by an order made by Mr. Justice Keogh on 1st July, he was directed to pay. Mr. Baron Hughes granted a conditional order for an attachment, but suggested to counsel to consider whether or not the demand had been legally made, for if it were not the attachment could not be granted. The demand should have been made, either by the plaintiff or a person having a power of attorney from him.

The vacancy, which we mentioned last week to have occurred in the chairmanship of the quarter session of Cavan, by the death of Mr. P. M. Murphy, has been filled up by the appointment of Mr. Joshua Clarke, Q.C. Mr. Clarke, who is one of the leaders of the Munster Circuit, was called to the bar in Easter Term, 1836, and was appointed one of her Majesty's Counsel on the 3rd of July, 1855.

The office of librarian of the King's Inns has been rendered vacant by the lamented death of Mr. Stewart, who was, so late as July last, promoted to this post from that of sub-librarian, which he had efficiently filled for many years.

The Irish members of the courts of equity and common law commissions have held two sittings in the course of the present term, viz., on Saturday the 8th, and Saturday, the 15th of the present month.

## FOREIGN TRIBUNALS AND JURISPRUDENCE.

### FRANCE.

#### FOREIGN HEIRS IN FRENCH SUCCESSIONS.

The following case, which was recently heard in the Cour Imperiale de Paris, will be interesting to English lawyers. We translate the report from the *Journal du Notariat*.

*The law of July 14, 1819, is applicable to the inheritance*

*of a Frenchman deceased in a foreign country, leaving French and foreign heirs, and an inheritance composed of goods situated partly in France and partly in foreign countries.*

*It is applicable even where the legatee, favoured by the foreign laws, is French; the French heirs have the right, in this case, of taking as a deduction from the portion of French goods which, by the French law, would be attributed to the favoured heir, an hereditary share, or an disposable portion, all that they would be deprived of in the goods situated in foreign countries.*

*This deduction cannot take effect on the share of the foreign heirs nor for their profit.*

*The French tribunal, within the cognizance of which are situated almost exclusively the goods of the inheritance, is competent to decree upon the difficulties raised on the subject of the disputed will, as well as on the provisional measures.*

The succession of M. Blasini was composed of goods situated in France, amounting to about 3,500,000 francs, and of goods situated in foreign parts amounting to about 3,700,000.

To this succession there were four French heirs and two foreign heirs, all children of the deceased—related consequently in the same degree in the direct line. He left six daughters, all French since he was French; and if two of them, Mrs. Jackson and Mrs. Knox, are now English, it is by the fact of their marriage with Englishmen. Mrs. Jackson is now a widow.

If M. Blasini had not made a will there would have been no difficulty; the goods movable and immovable in France and in Trinidad would have been divided equally amongst all the children. But he left by will to the minors Blasini the third plus a fifth of his fortune, about thirty-two sixtieths—that is, seventeen sixtieths more than he could dispose of by the rules of French law. These children, and consequently their mother, one of the heirs for whom they are interposed persons, were illegally favoured, and the five other heirs deprived of part of their inheritance. The equality of the law of 1819 is to be re-established by deducting from the share of the heirs thus favoured all that exceeds the portion of which the father could dispose. But when this deduction is made who is to profit by it—the five other heirs or only those of them who are French?

Mrs. Jackson and the minor Knox maintained that all the heirs ought to profit alike by the deduction. If the contrary system were admitted the foreign heirs would be alone sacrificed; and thus two of the sisters, by the fact of their marriage, would be, against the spirit and letter of French law, condemned to inequality. On the one hand the French heirs would recover the whole or part of the goods which they had lost, while on the other hand the favoured heirs would recover compensation on the foreign goods and against their foreign as well as their French co-heirs—that is, against all, whether or not they had profited by the deduction—all that the deduction had taken from them in French goods.

A judgment favourable to the claims of Mrs. Jackson and the minor Knox was delivered by the Civil Tribunal of the Seine, August 2, 1861, as follows:—

That Andre Blasini had died at Trinidad, leaving a will which appeared to have been fully executed as regarded the goods situated in that island; that though his legal domicile was at Trinidad no foreign tribunal could have any power over his goods situated in France; that Blasini was of French origin and had never lost his nationality, consequently the question in reality regarded a French succession; that its decision belonged to the Tribunal of the Seine in preference to all others, as the hereditary goods over which the French law had power were almost entirely situated within its cognizance.

That the legacy left to the minors had been objected to as constituting a prohibited substitution, but that being subordinate to the condition that the legatees should attain the age of twenty-five, at which time they were to receive it, did not impose the charge of preserving and restoring the essential character of substitution.

That the said legacy ought to be considered, in reckoning disposable portion and the reserve, as made to Andrinette Blasini, their mother, daughter of the testator.

That nothing can be prejudged at present, relatively to the result of the suit now to be brought before the tribunals of the Island of Trinidad, and that therefore all operations must be postponed till its settlement—fixing at once the work of liquidation on this double basis:—first, that account must be taken of the attributions made by the Tribunals of the Island of Trinidad, and that the division must be effected in such a manner that the French law may be definitely applied as exactly as possible: secondly, that no distinction shall be made between the different co-heirs by reason of the extraneous of some amongst them.

That as Madame Blasini, junior, whose husband is one of the testamentary executors, is in possession of a large portion of the hereditary revenues, there is no occasion to attribute to her any provision during this time; that the other co-heirs are differently situated, and to each of them a sum of 3,000f. per month may be allowed without inconvenience.

Madame Blasini appealed against this judgment; Mesdames Const and Madame Lion, the three French heirs, also appealed on the ground that Mrs. Jackson and Mr. Knox were precluded from a share of the deduction.

The Court decided that the foreign heirs took no share in the deduction upon the following among other grounds:—

Considering as to the application of the law of July 14th 1819, that Article 1 declares that foreigners succeed in France like natives, Art. 2 adding that nevertheless in cases of a co-heirship in a succession of French and foreign heirs, the first deduction from the goods situated in France is a portion equal to that of which the foreign law deprives them of the goods placed out of the territory of the empire.

That these dispositions have given rise to three interpretations; the first consists in maintaining that in the case foreseen by Art. 2 the French heir should take on the goods situated in France the whole amount necessary to form his share, calculated on the sum total of the goods of the whole succession, even when his attribution should result in entirely depriving some of the foreign co-heirs, not only of their legitimate share, but even of every kind of share in the inheritance.

The second, which seems to have been adopted by the judgment appealed from, would arrive at dividing between the successors despoiled by foreign legislation the goods situated in France in equal share and without having regard to the nationality of the said successors.

The third results in dividing the goods of the succession situated in France between the French and foreign co-heirs, but attributes exclusively to the French co-heirs the disposable part, and even the legitimate shares of the heir favoured by the foreign law, and who retains by virtue of that law the goods placed out of France.

Considering that the two first interpretations have the fault of applying only, on the first article of the law of 1819, the other the second article, and of thus effacing one of the dispositions to the profit of the other.

That, in effect, if the foreign heirs are placed on the footing of an equal division with the French heirs not favoured, the latter reap no benefit from the disposition of Art. 2 of the law; the deduction established specially in their favour vanishes, and the legislation which evidently intended to stipulate for a compensation to them is found to be annulled.

That if, on the contrary, the deduction is exercised on the goods situated in France until the rights of the French heirs are completely satisfied, it will often happen that the heir who is not French will be completely excluded from the succession, and that thus Art. 1 of the law of 1819 will be abolished to his prejudice.

Considering that the third interpretation is at once the most equitable and the only one which reconciles the execution of the two articles of the law of 1819.

That in effect it assures to the foreign heir his legitimate share of the goods situated in France, thus executing Art. 1 of the law by maintaining his right to succeed in the same manner as natives, and on the other hand it attributes exclusively to the French heir, under the head of deduction, the portion of the successor favoured by the foreign law, who retains, by virtue of local laws and customs, the goods situated out of the empire; that thus the foreign heir exercises his hereditary right in conformity with the Art. 1 of the law of 1819, and the French heir alone profits by the deduction in conformity to Art. 2 of the same law, which is thus found to be completely excluded.

Considering that in this way he who profits by the foreign laws and customs to retain the goods situated out of the territory of the empire is alone by right of reciprocity deprived of his share in the goods situated in France; that this compensation, completely equitable with regard to him, is not thus unjustly extended to the legitimate foreign heir, who would then be excluded from the succession both in France and out of France, a result evidently contrary to the ideas which actuated the legislator of 1819.

Considering that thus in the cause and in the probable case of the French heirs not being admitted to the division of the goods situated in Trinidad, they alone ought to receive under the head of deduction the portion of goods situated in France which would belong to Madame Blasini and to her children after a division made in conformity to the French law.

On the various provisions granted to the parties,—Considering that the one attributed to Madame Blasini by the judgment of March 15, 1859, has been definitively acquired by her in the time elapsed up to the judgment appealed against; that an aid of an alimentary nature ought to be regulated upon the principle which caused the Art. 1980 of the Code Napoléon to be published under the title of *Life Incomes*; that thus in this respect the right of Madame Blasini, on which nothing has been decreed by the judgment appealed against, ought to be recognised.

On the other provisions,—Considering that each of the heirs other than Madame Blasini is from this present moment certain to have a definitive right to exercise on the goods situated in France.

Adopting, moreover, on the different heads of the contest, the motives of the first judges when they contain nothing contrary to those announced above.

The Court receives the appeals and, decreeing on them, says that the liquidation ordered by the judgment appealed against of the goods of the succession shall be terminated in the space of a year dating from this day; that after this space, or sooner if the division be reported, the notary liquidator shall proceed to the division of the goods situated in France on the following basis:—in the case of the French heirs having been admitted to share the goods in Trinidad in conformity with the laws regulating successions in France, the sum total of the inheritance shall be divided according to the general rules of law.

In the opposite case the goods situated in France shall be divided as if they alone composed the succession; the reserve and one hereditary portion shall be attributed to Madame Blasini, and the goods forming this attribution shall be exclusively divided in equal shares among the French heirs, being the two Mesdames Const and Madame Lion, under the head of deduction; the rest of the succession, being fifteen twenty-fourths, shall be equally divided amongst the children, or their representatives, as well foreigners as French, Madame Blasini being excluded.

#### THE CASE OF M. MIRE.

The Court of Cassation recently gave judgment, on an appeal arising out of the late trial of M. Mires at Douai. It may be remembered that the Imperial Court of Douai, by a judgment of the 21st of April last, acquitted M. Mires of the charges against him, but that the Procureur-General of the Court of Cassation, while allowing M. Mires the benefit of the judgment, appealed against it as a misinterpretation of the law. The Court of Cassation by a decree of the 28th of July last, quashed the judgment of the Court below, solely in order to prevent its becoming a precedent. Meanwhile, M. Mires, thinking that the judgment in his favour had been misunderstood, moved the Court of Douai to obtain a declaration determining precisely the bearing of the said judgment. That motion was opposed by the Procureur-General, as being altogether inadmissible. The Court nevertheless declared that the motion could be received, and decided on hearing the application on a future day. Against that decision the present appeal was made to the Court of Cassation on two grounds—first, because it was contrary to all rule to demand a declaratory interpretation of the sentence the result of which was accepted; and, secondly, because the court of Douai could not admit the demand of M. Mires without exceeding its powers. After several days' pleading, in which the appeal was supported by the Avocat-General, and opposed by the counsel for M. Mires, the court of Cassation gave a judgment definitively quashing the decision of the Court of Douai, as to the admissibility of the application made by M. Mires.

#### WILL—REVOCATION.

The Imperial Court has lately heard an appeal from a judgment of the Civil Tribunal in an action brought by Miss Ellen Minchin against the executors of the late Lord Seymour. It appeared from the evidence produced on the first trial that after Lord Seymour's decease two wills were found among his papers, one dated Dec. 17, 1853, in which he bequeathed to Miss Minchin the sum of 25,000f., and another dated 22nd June, 1858, in which he bequeathed to her the sum of 600,000f., part of which was directed to be devoted to the purchase of an inalienable life annuity; the testator further bequeathed to her an income of 10,000f. a year so long as she should remain unmarried, and in case of her death or marriage the principal was to go to the London Lunatic Asylum. All the testator's remaining property was to be divided equally between

the hospitals of Paris and London. To this will was appended a codicil revoking all bequests made in wills dated before the 22nd of June, 1858, but this codicil, not being signed, was invalid according to the laws of France. In September, 1859, Miss Minchin commenced proceedings against Lord Seymour's executors to recover the legacy of 23,000f., made by the will of December, 1855, but the Civil Tribunal rejected the demand on the ground that it was evident, from the dispositions of the will of June, 1858, and the imperfect codicil annexed, that Lord Seymour intended to annul the legacy of 25,000f.; but by the same judgment the Tribunal decreed that the executors were to pay the 10,000f. annuity, with interest from the date of the testator's death. Against that judgment Miss Minchin now appealed, but the Court, after hearing counsel, declared that it must be confirmed.

#### AMERICA.

##### HABEAS CORPUS.

Last month an application was made on Mr. Winder's behalf to Judge Clifford, of the United States' Circuit Court of Massachusetts, for a writ of *habeas corpus*, directed to the military commandant of Fort Warren, to show cause why he detained that gentleman in custody. The Court granted the writ. A short time afterwards, the deputy-sheriff, on being refused a pass to go in the regular steamer to the fort, proceeded in sloop, but found a company of soldiers drawn up on the esplanade, and was not allowed to land. Finding it impossible to serve the writ he returned, and reported proceedings to the judge. The Court heard his statement, and replied that it had no means with which to enforce the writ, and ordered the papers to be filed. And so the case ends for the present.

#### THE FRAUDS OF WHICH BILLS OF SALE ARE THE INSTRUMENTS, AND THE REMEDY FOR THEIR PREVENTION.

(Concluded from page 14.)

In addition to this general fraud, however, which is the inevitable result of a conditional bill of sale, there are specific and gross frauds committed daily through their agency, and of which we have continued experience.

The most usual of such cases is, where a dishonest debtor, finding himself involved and in danger of hostile proceedings on the part of his creditors, gives a bill of sale to a friend or relative for a wholly or in part fictitious debt, and under cover of this sets his creditors at defiance. If any creditor, which is not always the case, is in a position to arrest him or make him bankrupt, and proceeds with that view, then timely possession is taken under the bill of sale, the debtor's name taken down and he himself goes into lodgings or rusticates in the country, his family generally remaining upon the old premises until what is popularly called the whitewashing process is completed and he is able to return in peace to the bosom of his family; and rare are the instances in which the fraud can be brought home and punished.

In those cases, and they are very numerous, where the creditor's debt is neither sufficient to arrest the debtor or make him bankrupt, he is practically without redress.

Another ordinary, but less gross, fraud commonly perpetrated through the agency of bills of sale, is that of using them for the purpose of giving a fraudulent preference in favour of certain creditors. Of course, if it can be proved in such cases that the preference was voluntary on the part of the debtor, and bankruptcy supervenes, the security will be upset; but it is well-known that the difficulties of proving such a preference to be voluntary and fraudulent, when certain precautions have been used, are practically insurmountable.

Another evil of great magnitude attending bills of sale is the common practice amongst persons of the lower order of tradesmen as small publicans and shopkeepers, of setting up a business upon a loan borrowed, in the case of the publican from his maltster, in the case of the small shopkeeper at exorbitant interest from one of those harpies who infest this and other great towns—the professed money lenders. Many of these transactions are entered into innocently so far as the debtors are concerned, but they terminate frequently, more particularly the latter cases, in scenes of extortion and horror, that are amongst the most painful of our professional experiences—the unfortunate debtors being generally pounced upon the first failure in payment of an instalment, and remorselessly sold up and turned adrift into the street.

The catalogue of frauds and evils of which bills of sale are

the instruments might, if time permitted, be largely increased, but the length to which the present paper has already extended renders it necessary briefly, in conclusion, to consider the remedies proposed for the prevention of the frauds and evils which have been referred to.

The principal, and indeed only effectual remedy for such frauds will, it is believed, be found in the return to the ancient doctrine, which it is important also to note is also the doctrine of the civil law, that there can be no assignment absolute or conditional of chattels personal without transmutation of possession. The effect of such a change in the law would be at once to close the door upon the greater part of the frauds and evils now following in the train of a bill of sale. That great fraud of allowing a man to hold himself out to the world as a man of means and substance, and trade upon the strength of it, would be at once swept away.

The frauds committed by giving bills of sale for fictitious debts would be materially diminished, as the principal inducement to such frauds is the power of retaining the possession and nominal ownership of the goods.

The practice of giving bills of sale for *bond fide* advances when in difficulties, or on the eve of bankruptcy, would be prevented, the inducement being the same as in the last case, and notwithstanding the observations of the Court in the case of *Bittsston v. Cook*, that the securities given for such advances should be upheld as they enable a man to tide over his difficulties, and pay his creditors twenty-shillings in the pound, the practical experience of the solicitor tells him as a rule which has few exceptions, that whenever a trader is in a position to render a bill of sale necessary to save him from ruin it is time for him, and far better for his creditors, that he should at once surrender his estate to their control, for it is seldom, indeed, that a bill of sale given under such circumstances does not become, even to the honest trader, the log that sinks him with greater swiftness below the waters of trouble that are surging round him.

The evils rather than frauds which have been alluded to as attending bills of sale given to the unscrupulous money-lender by the small tradesman, would also be swept away, as in the absence of the specific security afforded by a bill of sale the loan would not be made. It is manifestly impossible within the brief limits of this address to discuss this subject in all its bearings, and with the attention which it deserves, but it is believed that if by legislative enactment the doctrine of the civil law, and what appears to be the old doctrine of our own law—viz., that possession must follow, the ownership in chattels personal, could be established, and that invaluable statute of Elizabeth in the language of Lord Coke, "liberally and beneficially expounded to suppress fraud;" most of the frauds referred to in this paper, and which now tend in the quaint language of the same statute, to the "overthrow of that plain dealing and cheviance between man and man without which no commonwealth or civil society can be maintained or continued" would be prevented.

Fraud, in its ever-changing forms, will doubtless continue to exist notwithstanding the most stringent statutes and the most liberal expounders; but, nevertheless, it is our duty as earnest members of our learned profession to promote as far as we can the initiation and adoption of those measures of legal reform which experience from time to time proves to be necessary for the prevention of wrong and injustice, and the protection of the honest members of the community.

#### SOCIETIES AND INSTITUTIONS.

##### LAW AMENDMENT SOCIETY.

The first meeting of this society for the present—its 20th session was held on the 17th inst. at its rooms, 3, Waterloo-place. Lord Brougham, as president, was in the chair.

Lord BROUGHAM said he had received recently an important communication from Germany with regard to a society founded in honour of the great lawyer Savigny, and the object of which was to give premiums for dissertations on international law and comparative jurisprudence. It had already achieved considerable success in its operations, but its promoters were anxious to have the support of this country, and he thought the best mode of meeting their wishes was, instead of inviting subscriptions, which had been raised abroad to the extent of £2,000, to establish a committee to correspond with those who were engaged in so laudable a work. His Lordship, in the course of his speech, gave the highest possible praise to some new publica-

tion, edited by Mr. Blanchard Jerrold, and treating of legal subjects.

Lord STANLEY, advertising to those measures of legal improvement which, in his opinion, were likely to engage at no distant day or were now actually engaging public attention, he observed that some of them, although of great importance, were not in a state to be dealt with by Parliament at once. There was for instance, the subject of the law of patents, which had been brought before Parliament last year by Sir H. Cairns, which was most wisely referred to a Royal Commission, in a few days about to commence its sittings, and which he, as a member of that commission, regarded as one of the most difficult and perplexing questions he had ever been called upon to consider. So difficult indeed was it that he never found two persons who absolutely agreed with respect to it; but he, at the same time, entertained no doubt that some improvement in the existing law could be effected. As, however, it was improbable that the commission would be able to report upon the subject sufficiently early to admit of its being legislated upon next session, he would lay it aside as one of those matters which were not likely to occupy the immediate attention of Parliament. Then came the question of the concentration of the courts of justice, which was one that would not in his opinion give the House of Commons much trouble whenever our financial position admitted of so desirable a reform, inasmuch as, in a theoretical point of view, nobody doubted the expediency of such a change. There was besides the question of the creation of a department of justice, to which the House of Commons stood pledged by its own resolution; but then that was a question which did not seem to attract a large amount of public attention, nor did he think the majority of the Lower House were well prepared to discuss any scheme with respect to it; so that he felt disposed to doubt whether anything would immediately be done in that direction. What, then, were the questions, he would ask, ripe for consideration? Among the first was the great question of the consolidation of our statute law, and its consolidation in such a shape as to secure the establishment of a system by means of which the labour attendant on the bringing into a convenient form past statutes might be avoided in the case of future legislation. There was also the question of the Ecclesiastical Courts, which he never heard anybody deny required reform, to be dealt with, and any measure introduced with that object would, he had no doubt, meet with the most favourable consideration from Parliament. Last, though not least, came the question of the mode of proceeding in reference to private bill legislation, which he admitted loudly called for amendment. Taking, however, railway bills, which, after all, constituted the great bulk of that legislation, he doubted very much whether the public must not look to themselves rather than Parliament to provide a remedy for the evils in connexion with the present system of which complaint was made. In all great railway companies one set of men contributed the money while another set of men spent it, and the best mode of obviating the difficulties which arose under the circumstances was, he believed, to take care that the accounts were duly published, and to keep a watchful eye on the expenditure. At the same time arrangements might be made between the two Houses of Parliament by which the necessity for travelling twice over the same ground in dealing with private bills might be done away with. In conclusion he felt bound to say that the labours of the society had not, in his opinion, been without the best possible effect in promoting the progress of law reform.

Sir Fitzroy Kelly and other gentlemen also addressed the meeting.

Mr. H. M. S. O'Brien, the second clerk of the Bow-street Police Court, died almost suddenly, at Exeter, on Tuesday, the 11th inst. Mr. O'Brien had been taking his month's holiday, and was returning from a tour in Devonshire to resume his duties at the court, when he was seized with an attack of rheumatism, which speedily turned to effusion on the chest, with water on the heart, and consequent death. Mr. O'Brien was accompanied by a brother, but his young wife arrived in Exeter only in time to witness the last few moments of her husband's life. The unfortunate gentleman had been twenty years in the service of the court, and was highly esteemed by the magistrates and by all who were brought into contact with him. He was but forty years of age.

The annual highway returns for England and Wales for the year ending at Lady-day, 1860, have been issued. They show that in that year the highway rates produced £1,992,820,

The chief items of expenditure were these:—For manual labour, £786,906; team labour, £320,320; materials, £563,906; tradesmen's bills, £161,683; salaries, £104,964. There was, in addition, an expenditure of £42,669 in the shape of team and other work, not paid for from the rates, but performed in lieu of payment of rates.

### LAW STUDENTS' JOURNAL.

#### CANDIDATES WHO PASSED THE EXAMINATION.

MICHAELMAS TERM, 1862.

Name of Candidate.	To whom articled, assigned, &c.
Alldham, Harcourt Huxley	Boys Robert Alldham.
Billinghurst, John William	Thomas Baker Cox.
Bird, William O'Moore, B.A.	James Crowley.
Birt, Daniel	John B. Ingle.
Blythe, Frederick Branton	George Pearson Nicholson.
Bolton, Hugh	Edward J. Filder; S. T. G. Downing.
Booth, Samuel Stephenson	Harry Booth.
Bridgman, Chrsr. Vickry, jun.	C. V. Bridgman; W. P. Paull.
Budge, Edward	Robert Lowman (deceased); George L. Lang.
Bush, John	William Coleman Gill.
Butler, Charles Duncan	James Hore.
Cottman, Arthur	Robinson T. Eldsde.
Craven, Jonas, jun.	Thomas William Clough.
Cuff, Christopher Robert, B.A.	Christopher Cuff.
Curtis, Alfred	Henry Jones.
De Castro, Daniel, B.A.	George L. P. Eyre.
Dixon, Stephen Brown, jun.	Stephen B. Dixon.
Drake, Charles Henry	Thos. E. Drake; T. E. Drake, jun.
Field, Charles Ventris	George Ventris Field (deceased)
Ford, William Henry	Henry Ford.
Gaisford, Charles William	William Gaisford.
Glynes, Webster	Randall Glynes.
Gorton, Francis George	A. Rogers; T. Southgate; C. Fidley.
Griffin, William Henry	Finlay Knight.
Hales, John	Charles P. Greenhill.
Hawthorn, Benjamin Sutton	Charles Cooper.
Haynes, John Buckley	Arthur Haymes.
Houghton, Cedric	Miles Myers.
Hudson, William Henry	George Atkinson.
Ibberson, Joseph	Benjamin Chadwick.
Jackson, Joseph Gratian	William M. Ingle.
Johnson, Charles Henry	William W. How; George F. King.
Langton, Joseph	James Townley.
Lascelles, Arthur Hastings	William G. George.
Low, Owen	Archibald Low; George Chapman.
Lyon, Thomas Porter	George Webster.
Malim, Frederick John	Frederic Malim.
Maniaty, Henry, jun.	Robert Shum.
Marshall, William Henry	B. Turner; John Jordan.
Martin, John	John Johnson.
Newbon, Joseph	Thomas Newbon.
Oldknow, Henry Hurst	William Hunt.
Parker, William Searle	Henry Parker, jun.
Peachey, John, jun.	John Peachey.
Pearson, Julius Alexander	Henry Lloyd.
Phillips, Walter Hamilton	Cornelius Thomas Saunders
Philpot, Henry	Edwin W. Field; William Sharpe.
Pole, George Godfrey	William Henry Reece.
Poole, John	Thomas Woodburne.
Pullen, Henry Finden	Henry Pullen.
Ring, Richard	Henry S. Watts.
Roberts, Kenneth Bullen	Charles Underwood.
Robins, Gilbert	Henry Thomas Young.
Roffey, Thomas William	Frederick James Chester.
Sandy, Thomas Guinan	John Hawksford.
Scott, Thomas James	J. W. Brunskill; Thomas H. Bower.
Sherratt, William	Edgworth & Pugh.
Smith, John Lilly	Thomas Martineau.
Stone, Frank Wm.	Thomas Fox Simpson.
Swainson, Joseph, jun.	Richard Wilson; William Strickland Cookson.
Swann, John B.A.	Sydney Gedge, M.A.
Swift, Herbert Henry, B.A.	James Blenkinsop.

Name of Candidate.	To whom articled, assigned, &c.
Thomas, Henry	Richard M. Hodge.
Thompson, Richard	John Kidson.
Twist, Frederick	John Brown Twist.
Van Sandau, Frederick Edgar	Andrew Van Sandau.
Wade, William	Henry Farr.
Wallis, Preston Jaunes	P. Wallis; J. B. Collins; G. E. Philbrick.
Webb, Richard Hy. Goddard	Nicholas & Pardoe.
Widdows, Thomas	Robert Francis Showler.
Wilkinson, Alfred Henry	Henry Lewellen.
Woodforde, Henry Whalley	Henry Woodforde.
Wragg, Robert Thomas	William Houghton.
Wright, Charles Augustus	William N. H. Turner.

### EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

MICHAELMAS TERM, 1862.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

FRANK WILLIAM STONE, aged 21, who served his clerkship to Messrs. Stone, Wall, & Simpson, of Tonbridge Wells; and Messrs. Coverdale, Lee, & Collyer-Bristow, of London.

SAMUEL STEPHENSON BOOTH, aged 22, who served his clerkship to Mr. Harry Booth, of Holmfirth; and Messrs. Torr, Janeaway, & Tagart, of London.

STEPHEN BROWN DIXON, jun., aged 23, who served his clerkship to Messrs. Dixon & Macdonald, of Pewsey; and Messrs. Lewis, Wood, & Street, of London.

DANIEL BIRT, aged 21, who served his clerkship to Messrs. Ingle & Goody, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Stone, the prize of the Honourable Society of Clifford's-inn.

To Mr. Booth, the prize of the Honourable society of Clement's-inn.

To Mr. Dixon, one of the prizes of the Incorporated Law Society.

To Mr. Birt, one of the prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates whose names are placed in alphabetical order passed examinations which entitle them to commendation:—

FRANCIS GEORGE GORTON, aged 21, who served his clerkship to Mr. Arundel Rogers, of London; Mr. Tuffnell Samuel Southgate, of London, and Mr. Charles Fiddey, of London.

CEDRIC HOUGHTON, aged 21, who served his clerkship to Mr. Miles Myres, of Preston.

OWEN LOW, aged 21, who served his clerkship to Mr. Archibald Low, of Portsea; and Messrs. Leakey, Chapman, & Clarke, of London.

THOMAS PORTER LYON, aged 21, who served his clerkship to Mr. George Webster, of Liverpool; and Messrs. Gregory & Rowcliffes, of London.

HENRY THOMAS, aged 23, who served his clerkship to Messrs. Hodge, Hockin, & Marrack, of Truro.

The Council have accordingly awarded them certificates of merit.

The examiners have further announced to the following candidates that their answers to the questions at the examination were highly satisfactory, and would have entitled them to prizes or certificates of merit if they had been under the age of 26:—

ALFRED CURTIS, aged 33, who served his clerkship to Messrs. Coke & Jones, of Neath.

JOSEPH GRATIAN JACKSON, aged 35, who served his clerkship to Mr. William Machin Ingle, of Bolper.

The number of candidates examined in this term was 98; of these 74 were passed, and 24 postponed.

### INTERMEDIATE EXAMINATION UNDER 23 & 24 VICT. c. 127, s. 9.

The elementary works, in addition to book-keeping (mercantile), selected for the intermediate examination of persons under articles of clerkship executed after the 1st of January, 1861, for the year 1863, are—

The Second Book of Stephen's Commentaries founded on Blackstone, comprising the Rights of Property. 4th Edition. 1858.

F. O. Haynes' Outlines of Equity. 1858.  
J. W. Smith's Elementary View of an Action at Law. 7th Edition, by Prentice. 1860.

In consequence of the 4th edition of Stephen's Commentaries, and the 7th edition, by Prentice, of Smith's Elementary View of an Action at Law, being out of print, the council have requested the examiners to frame their questions from such parts or subjects as are common to the undermentioned editions of those works—Stephen's Commentaries, 2nd, 3rd, and 4th editions.—Smith's Action at Law, 5th, 6th, 7th, 8th, and 9th editions.

The examiners deal with the subject of mercantile book-keeping generally, and do not in their questions confine themselves to any particular system. Candidates are not examined in the method of book-keeping by double entry.

Candidates are required by the judges' orders to give a month's notice to the Incorporated Law Society of their intention to be examined. The notice should contain the name and residence of the candidate, and of the attorney to whom the applicant is articled. The examinations are held in the Hall of the Incorporated Law Society, Chancery Lane, London, W.C.

### ADMISSION OF ATTORNEYS.

MICHAELMAS TERM, 1862.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—

Monday . . . Nov. 24 | Tuesday . . . Nov. 25

### ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Tuesday, the 25th of November, at the Rolls Court, Chancery-lane, at four in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission, or his certificate of practice for the current year, at the Secretary's Office, Rolls-yard, Chancery-lane, on or before Monday, the 24th of November.

The papers of those gentlemen who cannot be admitted at common law till the last day of term will be received at the Secretary's Office up to 12 o'clock on that day, after which time no papers can be received.

### LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. T. H. HADDAN, on Equity, Monday, November 24.

Mr. WILLIAM MURRAY, on Common Law and Mercantile Law, Friday, November 28.

### PUBLIC COMPANIES.

#### PROJECTED COMPANIES.

##### THE OIL WELLS COMPANY OF CANADA (LIMITED).

Capital £75,000, in 15,000 shares of £5 each share.

The object of this company is to work certain oil wells in Canada, and open up other wells upon the property proposed to be purchased by the company, and to erect in Canada, or in England, as may be hereafter considered more beneficial for the company, refineries, fitted with the most approved plant, for refining the oil upon the best known method.

Solicitors, Messrs. Norris & Sons, 2, Bedford-row, W.C.

##### RYDE ESPLANADE HOTEL COMPANY (LIMITED).

Capital £30,000, in 6,000 shares of £5 each. Solicitors Messrs. Deane, Chubb, & Saunders, 14, South-square, Gray's-inn.

This company is formed to meet the present and constantly increasing want of hotel accommodation at Ryde, and the principal object will be to provide an establishment which shall combine all the convenience of an hotel with the luxury and privacy of a home dwelling, and which will be so arranged that for grand occasions one whole wing of the building may be appropriated to the exclusive use of special visitors.

### COURT PAPERS.

#### Queen's Bench.

Michaelmas Term, 17th November, 1862.  
This Court will, on Wednesday, the 26th, and Thursday,

the 27th days of November instant, hold sittings, and will proceed in disposing of the cases then pending in the special paper, and will also give judgment in cases then standing for Judgment.

### ESTATE EXCHANGE REPORT.

#### AT THE MART.

By MESSRS. DANIEL SMITH, SON, & OAKLEY.

Freehold property known as Sunningdale, near Windsor, Berks, comprising Mansion, &c., and 79a. 3r. 9p. Sold for £22,500. Freehold manorial property with Farmhouse and homestead, and 105a. 0s. 28p. at Laughton, Leicestershire. Sold for £1,800. Freehold, 31a. 2r. 15p. of land at Laughton. Sold for £1,750. The perpetual Aduyrows, and next presentation to the Rectory, Laughton, Leicestershire. Sold for £1,720.

By MESSRS. RUSHWORTH, JARVIS, & ABBOTT.

Leasehold "Harley House," in the Bow Road, term 74 years from 1828. Sold for £1,400.

#### AT GARRAWAYE'S.

By MESSRS. D. CRONIN & SON.

Leasehold, seven houses, Nos. 8 to 10, Berners-st, and four houses and shops, Nos. 70 to 72, Castle-street, Marylebone, let at £1,65 per annum, term 21 years, ground rent £10 per annum. Sold for £10,000.

Leasehold, the "Duke of York," Pulte House, York Stairs, Marylebone, let at £100 per annum, Ground Rent, £10 10s. per annum, term unexpired, 23 years. Sold for £1,950.

Leasehold, 3 Houses with Shops, Nos. 17, 18, and 19, Pickering-terrace, Paddington, let at £135 per annum, term 71 years from 1835; Ground Rent, £10. Sold for £1,700.

Leasehold House and Shop, 7, Earl-street, Lissom Grove; also No. 9, Little Grove-street, in the rear, let at £59 per annum, term 99 years from 1816, ground rent £7 1s. per annum. Sold for £290.

#### LANDED ESTATES COURT.

##### COUNTY OF DOWNTON

Estate of George Langtry, Owner and Petitioner.

Lands of Kilmore, containing 394a.; profit rent, £337. Sold to Mr. George Brush for £5,800. Mr. George Keogh, Solicitor.

### BIRTHS, MARRIAGES, AND DEATHS.

#### BIRTHS.

AYRTON—On Nov. 18, at 10, Queen's-road West, Regent's-park, the wife of Alfred Ayrton, Esq., of Doctors commons, of a daughter.

MORRISON—On Nov. 18, at Wray-park, Reigate, the wife of G. Carter Morrison, Esq., Solicitor, of a son.

PEACOCK—On Nov. 18, at the Elms, Crouch-hill, Hornsey, the wife of M. B. Peacock, Esq., of a son.

SPEED—On Nov. 18, at No. 15, Devonshire-place, the wife of William Speed, Esq., of a daughter.

#### MARRIAGES.

CHRISTIE—BROWNE—On Nov. 13, at Norwich, James Henry Brooke Christie, only son of George Henry Christie, Esq., of Framingham Pigot, Norfolk, to Beatrice, eldest daughter of W. J. Utten Browne, Esq., J.P., of Helgham-grove, Norwich.

KARSLAKE—GARDNER—On Nov. 15, at Surbiton, Kingston-on-Thames, Preston Karlsake, Esq., of Regent-street, London, to Emily, eldest daughter of Stephen Garrard, Esq., of Kingston-on-Thames, and of 13, Suffolk-street, Pall-mall East, London.

PRIESTLY—ISON—On Nov. 5, Mr. John Hessel Priestly, B.A., Solicitor, of Barton-upon-Humber, Lincolnshire, to Miss Catherine Elizabeth, youngest daughter of Mr. William Ison, of Steerwater, near Wellington, WANSEY—WELLSTEAD—On Nov. 12, at Edmonton, Arthur Henry Wansey, Solicitor, Bristol, to Blanche, eldest daughter of the Rev. Alfred Oliver Wellsted, Incumbent of St. Jude's, Bristol.

#### DEATHS.

FALKNER—On Nov. 12, Francis Falkner, Esq., Solicitor, Rathgar, Ire-land.

WHATELEY—On Nov. 15, at 6, Park-street, Westminster, aged 68.

William Whately, Esq., Q.C., one of the Benchers of the Inner Temple.

WOLLASTON—On Nov. 11, at Shirley, Southampton, Diana Harriet, the wife of Frederick Luard Wollaston, Esq., of Shirley, and of the Middle Temple.

### LONDON GAZETTES.

#### Professional Partnerships Dissolved.

TUESDAY, Nov. 18, 1862.

Freeland, Jno. and Chas. Borrardine, Gray's-inn, Attorneys and Solicitors. Nov. 16. By mutual consent.

#### Windings-up of Joint Stock Companies.

LIMITED IN BANKRUPTCY.

FRIDAY, Nov. 14, 1862.

Southampton, Isle of Wight, and Portsmouth Improved Steamboat Co., Order to wind up Nov. 1. Same day, Captain appointed Official Liquidator.

TUESDAY, Nov. 18, 1862.

UNLIMITED IN CHANCERY.

Public Life Assurance Company—Voluntary winding-up ordered, but subject to the supervision of the Court. Nov. 8. M.R. Whinney, Serle-st, Lincoln's-inn, appointed Liquidator.

#### Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 14, 1862.

Fisher, W., Albert-sq, Stratford, Gent. Feb 1. Hillyard, Fenchurch-st, 18.

Harris, Wm. Wootton, Northampton, Esq. Dec 15. Flecher, Northampton. Martin, Catherine Elizabeth, Great Stanmore, Spinster. Jan 1. Hamilton, Gt James-st, Bedford-row. Ward, Rev. Saml. Briggs, Quinton, Northampton, Clerk. Dec 15. Flecher, Northampton. Wrigley, Thos. West Derby, Lancaster, Gent. Dec 8. Stockley & Wrigley, Lpool.

TUESDAY, Nov. 18, 1862.

Blake, Rev. Rht. Ferrier Jex, Great Dunham, Norfolk, Clerk. Dec 26. Blake, Norwich.

Colman, Jno. Eastbourne, Yeoman. Feb 1. Gell & Son, Lewes.

Constit. H. Horatio, Queen's-rd, Peckham, Commander, Merchant Service.

Appleton, Broad-st, buildings.

Evans, Grec., Inverness-rd, Middx, Spinster. March 17. Cuffe, Executor, King's Bench-walk.

Gelson, Jno. Halifax, Manufacturer. Dec 31. Barstow & Son, Halifax.

Harding, Jno. South-p, Brixton, Gent. Dec 18. Lewis & Son, Wilmington-eq.

Human, Jno. Isleham, Cambridge, Farmer. Dec 31. Read, Mildenhall.

Jackson, Wm. Twickenham, Carrier. Dec 23. Treherne & Wolferstan, Gresley-st.

Knight, Stephen, Bromsgrove, Gent. Jan 25. Sande's, Bromsgrove.

Mitton, Thos. M'thew, Kensal-ridge, Middx, Surgeon. Dec 31. Hill & Son, Throgmorton-st.

Oldman, Thos. Gainsbro', Attorney. Jan 1. Heaton & Oldman, Gainsbro'.

Perkins, Jno. New Windsor, Gent. Dec 19. Phillips, New Windsor.

Samson, Samson Alveston, Gloucester, Yeomen. Dec 21. Bargea, Bristol.

Thompson, Thos. Newton-upon-Trent, Farmer. Jan 1. Heaton & man, Gainsbro'.

### Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 14, 1862.

Fussell, Susannah Chaffey, Mells, Somerset, Widow. Dec 18. Moore, Browne, V.C. Stuart.

Kemp, Geo. Bures Hamlet, Essex, Farmer. Dec 5. Jones & Gar V. C. Stuart.

Medley, Saml. Vassall-ridge, Brixton. Dec 15. Medley v. Medley, V.C. Stuart.

Ringham, Wm. Croydon, Plumber. Dec 8. Parker v. Ringham, M.R. Waddington, Saml. Sicklenghall, York. Dec 8. Waddington v. House, M.R.

Zenog, Eliza, Monique-pi, Hammersmith, Spinster. Dec 15. France v. France, V.C. Kindersley.

TUESDAY, Nov. 18, 1862.

Alcock, Saml. Cobridge, Stafford, China Manufacturer. Dec 16. Clewes, Acock, M.R.

Edwards, Rev. Wm. Loughborough House, Lambeth. Dec 10. Roberts v. Edwards, M.R.

Ready, Wm. Lytham, Colonel in the Army. Dec 11. Leeming v. Ready.

Office of Registrar (County Palatine of Lancaster) Preston.

Wright, Wm. Cundie, Innkeeper. Jan 10. Bower v. Wright, V.C. Stuart.

### Assignments for Benefit of Creditors.

FRIDAY, Nov. 14, 1862.

Clarke, Chas. Kelsey, Gooe, Ironmonger. Oct 16. Foster, Birm. Laverack, Wm. Kingston-upon-Hull, Ale Merchant. Oct 16. Eaton & Baily, Kingston-upon-Hull.

Walker, Jno. Concord Mill, Bradford, Staff Manufacturer. Nov 6. Terry & Watson, Bradford, and Wood & Killick, Bradford.

TUESDAY, Nov. 18, 1862.

Atwood, Wm. Enfield, Grocer. Nov 6. Treherne & Wolferstan, Gresham-st.

Pursglove, Saml. Herstmonceux, Farmer. Nov 11. Shinnock, Hallsham. Pursglove, Robt. Herstmonceux, Farmer. Nov 11. Shinnock, Hallsham.

### Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Nov. 14, 1862.

Alexander, Francis, Chippingham, Auctioneer. Oct 22. Assmnt. Reg Nov 12.

Baker, Saml. Bristol, Hosiery. Oct 14. Assmnt. Reg Nov 11.

Banks, Wm. Mount-st, Lambeth, Draper. Oct 16. Comp. Reg Nov 12. Beaven, Jno. Crooked-lane, London, Hatter. Nov 8. Assmnt. Reg Nov 12.

Constos, Hiram Sadler, Southtown, Great Yarmouth, Schoolmaster. Oct 21. Assmnt. Reg Nov 11.

Crowther, John, Heckmondwike, Grocer. Oct 20. Assmnt. Reg Nov 13.

Deacon, John James, Ilton, Ilton Gap, Lanc, Victualler. Oct 21. Comp. Reg Nov 13.

Dee, Charles, Ashling, Smeax, Builder. Oct 24. Conv. Reg Nov 11.

Edwards, George, Islington, Middx, Draper. Nov 3. Assmnt. Reg Nov 14.

Evans, William, Balsall-heath, Birm., Brewer. Nov 5. Assmnt. Reg Nov 12.

Golden, Hy Thos. & Jno Ed. Hammond, Noel-st, Soho, Bookbinders. Oct 16. Assmnt. Reg Nov 12.

Gullick, Jno, London-wall, Victualler. Oct 15. Assmnt. Reg Nov 12.

Londale, Jas, Oswaldtwistle, Lancaster, Grocer. Oct 21. Ass. Reg Nov 12.

Manahan, Hen. Longsight, Manch., Prov Dealer. Oct 24. Ass. Reg Nov 10.

McKend, Jno, Cartmell, Lanc, Draper. Oct 21. Ass. Reg Nov 12.

McKernan, Jno, & Jas McKernan, Lpool, Coopers. Nov 4. Ass. Reg Nov 12.

Milnes, Geo. Harrison, Huddersfield, Bookseller. Oct 31. Ass. Reg Nov 12.

Price, Philip Gil, Birm, Gas Fitter. Nov 5. Ass. Reg Nov 12.

Toleman, Jno, Bristol, Milliner. Oct 15. Ass. Reg Nov 11.

Townend, Jno, Doncaster, Potato Dealer. Oct 22. Ass. Reg Nov 13.

Volans, Jno, Wistow, York, Farmer. Oct 21. Ass. Reg Nov 12.

Von der Heyde, Jno Jas, Lower Thames-st, Tobacco Manufacturer. Oct 27. Assmnt. Reg Nov 14.

TUESDAY, Nov. 11, 1862.

Baldon, Jno, Leeds, Dyer. Nov 3. Assmnt. Reg Nov 14.  
 Betts, Josiah, Wolverhampton, Boot Manufacturer. Oct 20. Assmnt.  
 Reg Nov 17.  
 Brindley, Jas, Derby, Butcher. Nov 7. Assmnt. Reg Nov 15.  
 Chalmers, Jas Logan, High-st, Poplar, Grocer. Nov 10. Comp. Reg  
 Nov 15.  
 Charles, Wm, Salter, Chester, Grease Manufacturer. Oct 21. Comp.  
 Reg Nov 18.  
 Cheetham, Edwin, Oldham, Cotton Waste Dealer. Nov 12. Conv. Reg  
 Nov 15.  
 Cook, Wm, Newcastle-upon-Tyne, Draper. Oct 23. Comp. Reg Nov 15.  
 Day, Theodore, Dowlais, Merthyr Tydfil, Innkeeper. Oct 21. Assmnt.  
 Reg Nov 15.  
 Dolley, Francis, Thetford, Draper. Oct 17. Comp. Reg Nov 14.  
 Headon, W, Sutcombe, Devon, Farmer. Nov 12. Assmnt. Reg Nov 17.  
 Jay, Geo, Western-st, Stratford, Builder. Oct 18. Comp. Reg Nov 15.  
 Jones, Chas, Cheltenham, Draper. Oct 20. Assmnt. Reg Nov 13.  
 Littlejohns, Jno, Harland, Devon, Yeoman. Nov 11. Conv. Reg Nov 17.  
 Lucas, Saml, Appleyard, York, Stone Mason. Oct 31. Conv. Reg Nov 17.  
 Moseley, Wm, Shifield, Grocer. Oct 22. Conv. Reg Nov 15.  
 Murray, Geo, St John-st, rd, Clerkenwell, Cabinet Maker. Nov 4. Assmnt.  
 Reg Nov 18.  
 Pickering, Peter, Bury, Innkeeper. Oct 20. Assmnt. Reg Nov 17.  
 Simon, Arthur Caddell, Craven-st, Midx, Wine Merchant. Nov 12. Conv.  
 Reg Nov 18.  
 Thomas, Jno, Pembroke Dock, Grocer. Oct 20. Assmnt. Reg Nov 14.  
 Tindall, Jno, Bury, Innkeeper. Nov 2. Conv. Reg Nov 14.  
 Trefts, Jno, Manch, Timber Dealer. Nov 12. Assmnt. Reg Nov 17.  
 Venn, Robt Jno, Baker-st, Portman-sq, Music Seller. Oct 20. Comp.  
 Reg Nov 18.  
 Watson, Walter, Denmark-rd, Camberwell, Cattle Food Dealer. Nov 11.  
 Assmnt. Reg Nov 15.  
 Windsor, Jas, Portsmouth, Tailor. Oct 20. Conv. Reg Nov 12.

SATURDAYS.

FRIDAY, Oct. 14, 1862.

To Surrender in London.

Anthony, Bedmond Campbell, Millbank-row, Westminster, Artist. Pet  
 Nov 11. Dec 3 at 12. Pittman, Upper Stamford-st.  
 Berger, Randolph, Bow-lane, Mastic Maker. Pet Nov 6. Nov 27 at 11.  
 Sole & Co, Aldermanbury.  
 Boisse, Gabriel, Upper Armagh-rd, Bow, Master Mariner. Pet Nov 11.  
 Nov 25 at 1. Howard & Co, Fenchurch-st.  
 Burgess, Daniel, Somersham, Chemist. Pet Nov 12. Nov 27 at 11.  
 Abbott & Co, New inn.  
 Clarke, Fredk, jun, Bexford, Oil Refiner. Pet Nov 10. Dec 8 at 12.  
 Phipps, Coleman-st.  
 Cook, Jno, Coleman-st, Camberwell, Victualler. Pet Nov 11. Dec 2 at  
 11. Loxley & Morley, Cheapside.  
 Corbile, Thos, Church-passage, Piccadilly, Victualler. Pet Nov 4. Dec  
 3 at 1. Jerwood, Ely-pl.  
 Crampnor, Chas, Lucas-pl, Comm-rd E, Midx, Cabinet Maker. Pet Nov  
 12. Dec 2 at 1. Silvester, Gt Dover-st.  
 Crowther, Thos, Wilson-st, Shoreditch, Saddler. Pet Nov 6. Nov 25 at  
 3. Marshall, Basing-st.  
 Darling, Jno, Hen, Lion-mews, Kensington, out of business. Pet Nov 7.  
 Nov 25 at 3. Marshall & Son, Hatton-garden.  
 Farmer, Jno, New-st, Lambeth, Corn Chandler. Pet Nov 7. Dec 2 at  
 11. Gant, Nicholas-lane.  
 Fixter, Jno, West Ham, Builder. Pet Nov 11. Dec 2 at 12. Wells,  
 Moorgate-st.  
 Forty, Thos, Grosvenor-row, Pimlico, Butcher. Pet Nov 12. Nov 27 at  
 11.30. Bennett, Tooley-st.  
 Garnett, Wm, Bowling-green-st, Kensington-oval, Hat Maker. Pet Nov  
 10. Nov 25 at 2. Fisher, Camberwell New-rd.  
 Goodson, Thos, Geo, Nelson-st, Bermondsey, Chandler's-shop Keeper. Pet  
 Nov 13 (for pau). Dec 2 at 12. Aldridge.  
 Holmes, Wm, Camberwell-lane, Brixton, Grocer. Pet Nov 12. Dec 2 at  
 1. Lewis & Lewis, Ely-pl.  
 Hort, Benj, Harmond-st, Camden-town, Bootmaker. Pet Nov 10 (for pau).  
 Nov 27 at 12. Aldridge.  
 Howell, Jas, Shadwell, Baker. Pet Nov 10. Nov 26 at 11. Chidley,  
 Old Jewry.  
 Irvine, A. H., Hampton, Gnt. Oct 22. Nov 23 at 1. Miller, George yd.,  
 London.  
 Kenyon, Margaret, Upper Gower-st, Boarding-housse Keeper. Pet Nov  
 15. Nov 27 at 12. Fereday, Bedford-row.  
 King, Fouch, St John's-rd, Hoxton, Builder. Pet Nov 10 (for pau). Dec  
 3 at 12. Aldridge.  
 La Porte, Ernest, Upper Stamford-st, Surrey, Lodging-rooms Keeper.  
 Pet Nov 12 (for pau). Dec 2 at 1. Aldridge.  
 Matthew, Jno, Lindsey, Suffolk, Merchant's Clerk. Pet Nov 12. Dec 2  
 at 1. Cope & Last, Gray's-inn.  
 Napier, Wm, Hanbury Tavern, Drury-lane, out of business. Pet Nov 10  
 (for pau). Dec 2 at 1. Aldridge.  
 Olson, Wm, Drury-lane, Midx, Dealer in Carriage Trimmings. Pet Nov  
 7. Dec 2 at 12. Lopard & Gammon, Cloak-lane.  
 Phillips, Thos Hen, Skinner-st, Snow-hill, Gas Fitter. Pet Nov 10 (for  
 pau). Nov 27 at 11.30. Aldridge.  
 Roy, Charles James M'Pherson, Brunswick-ter, Lower-rid, Rotherhithe,  
 out of business. Pet Nov 12. Nov 27 at 11.30. Wantz, Bicknall-  
 bury.

Samuel, Hen, Strand, Jeweller. Pet Nov 8. Dec 2 at 1. Lawrence &  
 Co, Old Jewry-chambers.  
 Sims, Jno, Lupus-st, Pimlico, Church Verger. Pet Nov 11. Nov 26 at  
 12. Parsons, Basinghall st.  
 Staney, Geo, Bishopsgate-st Without, Dining Rooms Keeper. Pet Nov 11.  
 Dec 2 at 13. Wells, Moorgate-st.  
 Sutcliffe, Saml, Bedford-st, Bedford-sq, Assistant. Pet Nov 10. Nov 28 at  
 2. Peckham, Ludgate-st.  
 Weston, Thos, Richmond-mews, Westbourne-park, Cab Driver. Pet Nov  
 10. Dec 2 at 11. Appleyard, Carey-st.  
 Woodward, Stephen, Ransgate, Plumber. Pet Nov 8. Dec 2 at 12.  
 Buchanan, Basingall-st.  
 Woolington, Jno Wm, Long-acre, Greengrocer. Pet Nov 11. Nov 25  
 at 1.30. Wyatt, Chancery-lane.

Wynne, Jas Owen, Lyndhurst-sq, Peckham, Clerk. Pet Nov 11. Dec 2  
 at 11. Lamb, Gray's inn.

To Surrender in the Country.

Adams, Thos, Stoke-upon-Trent, Earthenware Manufacturer. Pet Nov 5.  
 Birn, Dec 1 at 12. James & Knight, Birn.  
 Alder, Hen Daniel, Cheltenham, Hatter. Pet Nov 7. Bristol, Nov 28 at  
 11. Chesbury, Cheltenham, and Beran & Co, Bristol.  
 Barker, Baxter, Bradford, Spirit Merchant. Pet Nov 12. Leeds, Nov 27  
 at 11. Lee & Senior, Bradford, and Bond & Barwick, Leeds.  
 Barlow, Ebd, Manch, Beer Seller. Pet Nov 10. Manch, Dec 8 at 9.30.  
 Grundy, Manch.  
 Barton, Wm, Witton-cum-Twam-brooks, Chester, out of business. Pet  
 Nov 11. Northwich, Nov 26 at 2. Dunstan, Northwich.  
 Birt, Wm, Lpool, Boot Maker. Pet Nov 11. Lpool, Nov 26 at 11. Men-  
 hall & Horner, Lpool.  
 Blackburn, Saml, Aitkenham, Cann Agent. Nov 8. Manch, Nov 26 at  
 11. Gardner, Manch.  
 Booth, Wm, Blackley, Lancaster, Contractor. Pet Nov 11. Manch (Nov 27  
 at 12). Reddish, Manch.  
 Brook, Jabez, and Wm Fredk Croslands, Waste Dealer. Pet Nov 10.  
 Leeds, Nov 24 at 11. Floyd & Learyd, Huddersfield, and Bond &  
 Barwick, Leeds.  
 Carroll, Thos, Lpool, Innkeeper. Pet Nov 11. Lpool, Nov 26 at 12. Evans  
 & Co, Liverpool.  
 Cotterell, Jno, Wednesbury, Cab Proprietor. Pet. Walsall, Nov 26 at 11.  
 Brevitt, Darlaston.  
 Dawson, Geo, Loddick, Middleham, York, Trainer of Race Horses. Pet  
 Nov 10. Leeds, Dec 1 at 11. Haris, Leeds.  
 Dec, Geo, Bury, Alverstone, Beer Seller. Pet Nov 10. Portsmouth,  
 Nov 25 at 11. Pafford, Portsea.  
 Dupont, Antoin, Liss, Liverpool, Teacher. Pet Nov 11. Liverpool,  
 Nov 26 at 12. Cross, Liverpool.  
 Fletcher, Wm, Jim, Dawley, Salop, Charter Master. Pet Nov 12.  
 Madley, Dec 12 at 12. Taylor.  
 Gent, Peter, Congleton, Hair Dresser. Pet Nov 11. Congleton, Nov 22  
 at 12. Welch, Congleton.  
 Grace, Ebd Weldon, Barnstaple, Gent. Pet Nov 1. Barnstaple, Nov 24  
 at 12. Bancraft, Barnstaple.  
 Hall, Phineas, Little Bolton, Contractor. Pet Nov 11. Dec 4 at 12.  
 Richardson, Bolton.  
 Harness, Wm, Saundersfoot, Pembroke, Blacksmith. Pet Nov 10. Nar-  
 berth, Nov 24 at 12. Parry, Pembroke Dock.  
 Hartley, Thos, Pendleton, Eccles, Lancashire, Iron Roller. Pet Nov 8.  
 Dudley, Dec 8 at 10. Maltby, Dudley.  
 Hogg, Wm, Horley Heath, Tipton, Butcher. Pet Nov 10. Dudley, Dec  
 8 at 10. Lode, Dudley.  
 Holroyd, Jntm, Hillhouse, near Huddersfield, Yeast Merchant. Nov 4.  
 Huddersfield, Dec 4 at 10. Haigh, Huddersfield.  
 Hodgkinson, Sam, Hough, Hulme, Bookkeeper. Pet Nov 8. Salford, Nov  
 29 at 10.  
 Hulme, Sampson, Stoke-upon-Trent, Beer Seller. Pet Nov 11. Stoke-  
 upon-Trent, Dec 1 at 11. Tennant, Hanley.  
 Irwin, Arthur, Liverpool, Milliner. Pet Nov 12. Liverpool, Nov 27 at  
 11. Carnhers, Liverpool.  
 Kerridge, David, Town Framlingham, Butcher. Pet Nov 12. Framling-  
 ham, Nov 25 at 2. Meesly & Meesly, Framlingham.  
 Latham, Wm, Martinhoe, Devon, Butcher. Pet Nov 1. Easter, Dec 3 at  
 12. Wilde, Ross & Co, College-hill, and Flound, Exeter.  
 Layton, Jno, Jun, Aston, Birn, Greengrocer. Pet Nov 10. Birn, Dec 8  
 at 10. Parry, Birn.  
 Loftus, Thos, Christopher Thorp, & James Parkinson, Knaresborough,  
 Linen Manufacturers. Pet Nov 2. Leeds, Dec 1 at 11. Butler, Ely-  
 pl, and Bond & Barwick, Leeds.  
 Marin, Charles, Derby, Butcher. Pet Nov 11. Nott, Nov 25 at 11.  
 Blackwell, Nottingham.  
 Milthorpe, Arthur, Bradford, Cann Agent. Pet Nov 11. Bradford, Dec  
 9 at 10. Lee & Senior, Bradford.  
 Minchin, Chas Hy, Manch, Cann Agent. Pet Nov 8. Manch, Nov 26 at 12.  
 Faulkner, Manch.  
 Moon, Moses, Eccles, Lancashire, Grocer. Pet Nov 10. Chorley, Nov  
 27 at 10. Clunney, Chorley.  
 Moss, Sydney, Cardiff, Boot Maker. Pet Nov 11. Cardiff, Nov 28 at 11.  
 Eensor, Cardiff.  
 Perkins, Chas, Jun, Soutbrether, Norfolk, Watch Makar. Pet Nov 7.  
 North Walsham, Nov 28 at 11. Scott, North Walsham.  
 Ralph, Thos Stanley, Everton, Traveller. Pet Nov 12. Liverpool, Nov  
 25 at 11. Grace, Liverpool.  
 Rattenbury, Hugh, Torquay, Baker. Pet Nov 8. Newton-Abbot, Nov  
 25 at 11. Carter, Torquay.  
 Rannalls, H, Sampson, Redruth, Butcher. Pet Oct 21. Easter, Nov 25  
 at 11. Dowsing, Redruth.  
 Salter, Chas, and Jarvis Salter, Kidderminster, Carpenters. Pet Oct 27.  
 Birn, Dec 1 at 12. Saunders & Son, Kidder, and James & Knight, Birn.  
 Shaw, Jas, Jun, Colville, Leicester, Grocer. Pet Nov 11. Ashby-de-  
 le-Zouche, Nov 27 at 11. Dews, Ashby-de-le-Zouche.  
 Sigworth, Thos, Seathro, Innkeeper. Pet Nov 10. Leeds, Dec 1 at 11.  
 Bond & Barwick, Leeds.  
 Smith, Jas, Southampton, Outfitter. Pet Nov 10. Southampton, Nov 27  
 at 12. Mackay, Southampton.  
 Snelson, Thos, Birn, Saddler. Pet Nov 10. Birn, Nov 28 at 11. James  
 & Knight, Birn.  
 Thorp, John, Wm, Princes Risborough, Bucks, Chemist. Pet Nov 10.  
 Nov 26 at 11. Marshall, High Wycombe.  
 Thornton, Geo, Brighton, Victaaller. Pet Nov 11. Brighton, Dec 1 at 11.  
 Goodman, Brighton.  
 Upson, Ebd, Birn, Tailor. Pet Nov 10. Birn, Dec 8 at 10. Alls, Birn.  
 Wilcock, Robt, Lincoln, Lodger. Pet Nov 11. Sleaford, Nov 26 at 11.  
 Brown & Son, Lincoln.  
 Williams, Jno, Tallachdn, Brecon, Farmer. Pet Nov 12. Bristol, Nov  
 28 at 11. Brittan & Sons, Bristol.  
 Williams, Jno, Swans, Bookseller, Bristol. Nov 10. Bristol, Nov 26 at 11.  
 Brittan, Bristol.

Wilson, Jno, Sunderland, Boot Maker. Pet Nov 7. Newcastle-upon-Tyne, Nov 23 at 12.30. Hoyle, Newcastle-upon-Tyne.  
Worsfold, Fredk, Ifield, Sussex, and Wm Worsfold, Crawley, Blacksmiths. Pet Nov 11. Horsham, Dec 9 at 11. Rawlison, Horsham.

TUESDAY, Nov. 18, 1862.  
To Surrender in London.

Abbott, Thos Rehd, Blackfriars-rd, Beer Seller. Pet Nov 14 (for paup.). Nov 29 at 10.30. Aldridge.

Blake, Thos Trevillion, Dymchurch, Kent, Farmer. Pet Nov 11. Dec 2 at 2. Lawrence & Co, Old Jewry-chamber.

Broomes, Alfred, Gracechurch-st, Shipping Agent. Pet Nov 17. Dec 9 at 11. Chidley, Old Jewry.

Brown, Jno Archibald, Westbourne-ter, Midx, Comm Agent. Pet Nov 18 (for paup.). Dec 2 at 2.30. Aldridge.

Butler, Rehd, Market-st, Edgware-rd, Smith. Pet Nov 13 (for paup.). Nov 29 at 11. Aldridge.

Keen, Hen Jno, London-rd, Southwark, Haberdasher. Pet Nov 13. Dec 3 at 2. Silvester, Gt Dover-st.

Levinson, Louis, Bury-st, St Mary Axe, Jeweller. Pet Nov 13. Nov 29 at 11. Chidley, Old Jewry.

Lloyd, Zachariah, Albion-pl, Stoke Newington-rd, Builder. Pet Nov 14 (for paup.). Nov 29 at 10.30. Aldridge.

Maton, Chas Goo, Myddleton-st, Clerkenwell, Bookbinder. Pet Nov 14. Dec 9 at 11. Alfred, Watling-st.

Maybank, Chas, Plumstead, B-ot Maker. Pet Nov 15. Nov 29 at 11. Hare, Old Jewry.

Muckleston, Jno, Wolsey-ter, Kentish-town, Draper. Pet Nov 14 (for paup.). Dec 6 at 11. Aldridge.

Parker, Jno, Pulteney-st, Barnsley-rd, Midx, Oil and Colourman. Pet Nov 13. Dec 2 at 2.30. Peverell, Coleman-st.

Pascoe, Jno Thos, Playhouse-yard, Whitecross-st, Dairyman. Pet Nov 14. Dec 3 at 11. Preston & Dorman, Gresham-st.

Pearl, Jno Friendly-pl, Old Kent-rd, Harness Maker. Pet Nov 13. Dec 2 at 2. Moss, Gracechurch-st.

Pulbrook, Thos, Surbiton, Surrey, Grocer. Pet Nov 13. Nov 29 at 10.30.

Harrison & Lewis, Old Jewry.

Salmon, Thos, Chigwell, Essex, Victualler. Pet Nov 13. Dec 2 at 2.

Preston & Dorman, Gresham-st.

Simpson, Saml Jas, Calthorpe-pl, Gray's-inn-rd, Dairyman. Pet Nov 12. Dec 9 at 11. Holt, Quality-ct.

Songhurst, Hen, Buckland, Surrey, Carpenter. Pet Oct 29. Dec 2 at 2.30.

Shaw & Roscoe, Bedford-row.

Springe, Saml, Stoke Albany, Northampton, Tailor. Pet Nov 13. Dec 6 at 12. Rac, Warwick-ct, Gray's-inn.

Wood, Matilda, Coventry-st, Haymarket, Refreshment House Keeper. Pet Nov 10. Dec 2 at 2. Pook, Basinghall-st.

To Surrender in the Country.

Andrew, Jonah, Manch, Banker. Pet Nov 5. Manch, Dec 10 at 12. Richardson, Manch.

Banks, Rchd, Sheffield, Grocer. Pet Nov 14. Shef, Dec 3 at 2. Binney, Sheffield.

Barber, Geo Petty, Leeds, Innkeeper. Pet Nov 12. Leeds, Dec 1 at 11. Harle, Leeds.

Belton, Elijah, Walkeringham, Notts, Farmer. Pet Nov 10. Gainsboro', Nov 24 at 9. Bladon, Gainsboro'.

Betteley, Thos, Pendleton, Lancaster, Carver. Pet Nov 14. Manch, Dec 4 at 12. Leigh, Manch.

Blake, Goo Wm, Rippenden, York. Oct 17. Leeds, Dec 4 at 11. Young, Leeds.

Boden, Jno Gabriel, Birm, Victualler. Pet Nov 6. Birm, Nov 28 at 12. Beaton, Birm.

Clarkson, Thos, Bradford, Shopkeeper. Pet Nov 14. Leeds, Dec 4 at 11. Hill, Bradford, and Simpson, Leeds.

Coplestone, Geo, Ide, Devon, Butcher. Pet Nov 14. Exeter, Nov 27 at 11. Fryer, Exeter.

Davies, Jno, Bury, Lancaster, Earthenware Dealer. Pet Nov 13. Bury, Dec 4 at 12. Anderton, Bury.

Dicks, Hen, Town Quay, Southampton, Innkeeper. Pet Nov 12. Southampton, Nov 29 at 12. Mackey, Southampton.

Dupont, Antoine Louis, Lpool, Teacher of French. Pet Nov 11. Lpool, Nov 26 at 12. Cross, Lpool.

Dutton, Jno, Aston, near Birn, out of business. Pet Nov 13. Birm, Dec 8 at 10. Powell & Son, Birm.

Fencott, Wm, Much Marcle, Hereford, Farmer. Pet Nov 3. Ledbury, Nov 29 at 10. Averill, Hereford.

Flynn, J, Lpool, Provision Dealer. Pet Nov 14. Lpool, Dec 1 at 3. Grocott, Lpool.

Griffin, Edwd, Westbury-upon-Trym, Gloucester. Pet Nov 14. Bristol, Dec 5 at 19. Pigeon.

Grimley, Robt, Birstock, Agent. Pet Nov 12. Ashby-de-la-Zouch, Nov 21 at 11. Eddowes, Derby.

Groves, Wm, Leeds, out of business. Pet Nov 15. Leeds, Dec 3 at 12.30. Harle, Leeds.

Hanson, Jabez, Berks, Architect. Pet Nov 12. Newbury, Dec 1 at 11. Stow-on-the-Wold, Reading.

Harris, Jno, Wolverhampton, Butcher. Pet Nov 13. Birm, Dec 1 at 12. Walker, Wolverhampton.

Hunter, Wm, Ruisdon, Dumbig, Baker. Pet Nov 15. Lpool, Dec 2 at 12.30. Hughes, Lpool.

Hutchinson, Rbt, Leeds, Cooper. Pet Nov 14. Leeds, Dec 3 at 12. Harle, Leeds.

Jackson, Thos Corlett, Lpool, Merchant. Pet Nov 15. Lpool, Dec 2 at 12. & Co, Lpool.

Jackson, Wm, Kingston-upon-Hull, Beer Seller. Pet Nov 14. Kingston-upon-Hull, Nov 26 at 11. Eaton & Beiley, Hull.

Jarrat, Rachael, Kingston-upon-Hull, Milliner. Pet Nov 13. Kingston-upon-Hull, Nov 26 at 12. Summers, Hull.

Jenkins, Egbert, Keynsham, Beer Dealer. Pet Nov 14. Bristol, Nov 23 at 11. King & Plumber, Bristol.

Jones, Jno, Dowlais, Merthys, Taff, Saddler. Pet Nov 13. Merthys Taff, Nov 29 at 2. Plews, Merthys Taff.

Kemp, Geo Goody, Kingston-upon-Hull, Merchant. Pet Nov 12. Leeds, Nov 26 at 12. Moss & Lowe, Hull.

Langford, Geo, Lenton, Nottingham, Lace Manufacturer. Pet Nov 14. Nottingham, Dec 2 at 11. Cann, Nottingham.

Lawton, Chas, Sheffield, Victualler. Pet Nov 17. Sheffield, Dec 3 at 2. Binney, Sheffield.

Markrow, Jas Isaac, Kingston-upon-Hull, Fish Merchant. Pet Nov 12. Kingston-upon-Hull, Dec 3 at 11. Ayre, Hull.

Mellor, Wm, Lpool, Draper. Pet Nov 15. Lpool, Dec 2 at 1. Anderson & Collins, Lpool.

Monk, Wm, Accrington, Lancaster, Contractor. Pet Nov 14. Manch, Dec 2 at 11. Cobbets & Wheeler, Manch.

Nankiville, Anthony, Plymouth, Master Mariner. Pet Nov 14. Exeter, Nov 21 at 12.30. Elworthy & Co, Plymouth.

Nicklin, Jas, Northwood, Stafford, Grocer. Pet Nov 17. Hanley, Dec 13 at 3. Sutton, Burslem.

Owens, Rbt, Bedlington, Northumberland, Marine Store Dealer. Pet Nov 15. Newcastle-upon-Tyne, Dec 4 at 12.30. Joel, Newcastle-upon-Tyne.

Pickersgill, Francis Naylor, Winteringham, Lincoln, Butcher. Pet Nov 13. Barton-on-Humber, Dec 3 at 11. Bygott, Barton-on-Humber.

Pingstone, Jno, Bristol, Brewer. Pet Nov 14. Bristol, Dec 5 at 12. Hill, Pope, Wm, Bristol, Builder. Nov 15. Bristol, Dec 5 at 12. Hill.

Price, Wm, Leominster. Pet Nov 13. Leominster, Dec 3 at 11. Bedford, Leominster.

Radford, Sarah, Sheffield, Widow. Pet Nov 13. Sheffield, Nov 29 at 10. Fernell, Sheffield.

Rider, Thos, Bramley, Leeds, Warehouseman. Pet Nov 13. Leeds, Dec 2 at 1.30. Edison & Ford, Leeds.

Roberts, Ellen, Manch, Baker. Pet Nov 14. Manch, Dec 1 at 11. Leigh, Manch.

Roberts, Rbt, Manch, Dealer in Fancy Goods. Pet Nov 14. Manch, Dec 2 at 12. Gardner, Manch.

Robinson, Jno, Gilesgate-moor, Durham, Publican. Pet Nov 12. Durham, Dec 1 at 12. Marshall, Durham.

Scott, Wm, Halifax, Builder. Pet Nov 13. Halifax, Dec 5 at 10. Jubb, Halifax.

Scott, Wm, and Geo Rutherford, Lpool, Builders. Pet Nov 15. Lpool, Dec 2 at 12. Harris, Lpool.

Scott, Wm, Ryhym, Mountham, Innkeeper. Pet Nov 4. Bristol, Nov 28 at 11. Sheppard, Tredgar, and Henderson, Bristol.

Simpson, Wm, Leeds, Carting Agent. Pet Nov 12. Leeds, Dec 2 at 1. Harle, Leeds.

Tamplin, Jno, Cardiff, Pilot. Pet Nov 14. Cardiff, Dec 1 at 11. Ingledew, Cardiff.

Taylor, Ed Hy, Mold, Flint. Pet Nov 10. Liverpool, Dec 2 at 11. Stiles, Manch.

Thwaite, Ed, Leyburn, York, Pig Jobber. Pet Nov 14. Leyburn, Nov 24 at 11. Teale, Leyburn.

Tilke, Geo, Sibury, Devon, Butcher. Nov 15. Exeter, Dec 3 at 12. Floud, Exeter.

Tresidder, Jno, Penryn, Nov 11. Exeter, Nov 28 at 12. Floud, Exeter.

Tyler, Wm, sen, Wensleydale, Stafford, Beerseller. Pet. Walsall, Nov 28 at 10. Duignan, Walsall.

Whittle, Rbt, Little Bolton, Lancaster, Beerseller. Pet Nov 15. Bolton, Nov 29 at 10. Edge, Bolton.

Woolhouse, Hy, Sheffield, Grocer. Pet Nov 17. Sheffield, Dec 3 at 2. Broadbent, Sheffield.

#### BANKRUPTCIES ANNULLED.

FRIDAY, NOV. 14, 1862.

Jardine, Jno, Manch, Draper. Nov 7.

Steadman, Thos, Lye, near Penshurst. Nov 11.

#### BANKRUPTCIES IN IRELAND.

Dawine, Mary, Youghal, Cork, Draper. To surrender on Nov 25 and Dec 9.

Wade, Arthur, Fownes-st, Dublin, Wine Merchant. To surrender on Nov 25 and Dec 9.

Dewar, Jas H, Grafton-st, Dublin, Jeweller. To surrender on Nov 28 and Dec 15.

Doran, Andrew, Marlborough-st, Dublin, Grocer. To surrender on Nov 28 and Dec 16.

**TO SOLICITORS.—OFFICE FOR PATENTS, 1, SERLE-STREET, LINCOLN'S-INN, LONDON, W.C.—MESSRS. DAVIES & HUNT, Patent Solicitors, continue to procure BRITISH and FOREIGN PATENTS, &c., at most moderate charges, and to solicitors at agency rates. Solicitors and intending Patentees should obtain their HANDBOOK FOR INVENTORS, gratis, on application or by letter.**

#### TO THE LEGAL PROFESSION.—THE RADNOIR LUNCHEON BAR AND DINING SALOON, corner of Chancery-lane, Wm, having completed his extensive alterations in the above well-known and hitherto greatly neglected establishment, begs to solicit a trial from those gentlemen who have long sought (and he fears in vain) in this neighbourhood for a first-class Restaurant. The entrance is the first door in Chancery-lane, No. 73. The approach to the Dining Room is by a noble stone staircase, where every article supplied will be of the finest quality, served in the best style, and at the lowest possible prices.

A succession of Joints will be served from One O'Clock till Eight, at One Shilling and Sixpence Each, which will include Bread, Vegetables, Cheese, Butter, Salad, &c. Soup or Fish, extra. The Wine Card will be found to comprise every variety of Wine calculated to please the most fastidious taste, and at the lowest prices commensurate with quality. Port or Sherry, a good Dinner Wine, One Shilling per Quarter Bottle.

Spirits and Liqueurs of the Choicest Quality. Private Rooms for Consultations.

The Cuisine is carried on at the top of the house, under the superintendence of an experienced Chef.

Any incivility or inattention on the part of any of the servants of the establishment, if mentioned to the proprietor, will meet with immediate reproof.

